FILED

AUG- 7 1979

PETER McNAMEE, Clerk

By Barbara A. Colgrove
Deputy

AGREEMENT NO. 79-301

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered this 7th day of August, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and YOLO COUNTY DEPUTY SHERIFFS' ASSOCAITION (hereinafter referred to as "ASSOCIATION"),

W I T N E S S E T H:

RECITALS:

1. Pursuant to the provisions of Resolution No. 72-75 (Employer-Employee Relations Policy of the County of Yolo) and Resolution No. 78-167, the Board of Supervisors, by Minute Order Nos. 78-667, 78-668, and 79-06, designated ASSOCIATION as the recognized employee organization for a unit designated as the Sheriffs' Unit consisting of full time peace officers as that term is defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, excluding therefrom elected officials and employees in the classifications of Undersheriff, Captain, Lieutenant and Sergeant.

2. Representatives of the Board of Supervisors of COUNTY and representatives of ASSOCIATION have met and conferred regarding wages, hours, and other terms and conditions of employment concerning the Sheriffs' Unit pursuant to the provisions of the Meyers-Milas-Brown Act and said Resolution No. 72-75.

3. Agreement has been reached by the representatives of COUNTY and ASSOCIATION and both desire jointly to prepare a written

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 1
WOODLAND, CA 95695
TEL. NO. (916) 666-8172

Memorandum of Understanding which shall not be binding, to present to the Governing Body for determination pursuant to the provisions of Government Code Section 3505.1.

AGREEMENTS:

1. Salary.

   A. Effective July 1, 1979, COUNTY shall increase the salary for the classification of Deputy Sheriff to Range 12.17 as set forth in the Salary Resolution of the County of Yolo, Resolution No. 79-95.

   B. Effective January 1, 1980, COUNTY shall increase the salary for the classification of Deputy Sheriff to Range 12.65 as set forth in Resolution No. 79-95.

2. Overtime.

   A. All hours worked in excess of the standard work day (8 hours) or alternate work day if the employee is on an alternate work week schedule, or in excess of the standard work week (40 hours), shall be compensated at the overtime rate of one-and-one-half (1-½) times the regular hourly rate of pay.

   B. No employee shall accrue time off in excess of 120 hours.

   C. All overtime hours worked in excess of the accrual maximum shall be paid at one-and-one-half times (1-½) the regular hourly rate of pay.

   D. There is no time limit on the use of compensatory time off.

E. The Sheriff shall determine whether overtime is compensated by pay or compensatory time off.

3. Vacation.

A. Entitlement.

(1) All regular full-time employees in the bargaining unit shall be entitled to paid vacation of forty (40) hours after six (6) consecutive months of employment. Thereafter, each employee shall accrue vacation time according to the schedule in Subsection "B".

(2) Vacation time accrual shall be based on a forty (40) hour work week. All hours worked in excess of forty (40) hours in a week shall be excluded for vacation accrual purposes.

(3) Absence without pay during an employee's first six (6) months of employment shall cause his eligibility date for vacation time to be postponed the number of days equal to the number of days of such absence. Such absences shall be cumulative and the postponement of eligibility shall be based on work days.

(4) After completion of six (6) months of employment, an employee who is absent without pay for more than five (5) working days in a month shall not earn vacation credit for that month.

/ / /

B. Schedule:

After 6 months - 6.67 hours per month
After 3 years - 10.00 hours per month
After 11 years - 10.67 hours per month
After 12 years - 11.33 hours per month
After 13 years - 12.00 hours per month
After 14 years - 12.67 hours per month
After 15 years - 13.33 hours per month
After 16 years - 14.00 hours per month

C. Vacation Time Credited.

Vacation time shall be credited as of the first of each month following the completion of six (6) months of employment.

D. Accumulation.

All regular full-time employees shall be permitted to accumulate the unused portion of vacation time to their credit; provided, however, they shall not be permitted to accumulate credit for any vacation time in excess of two-hundred-forty (240) hours. Whenever any employee has accrued two-hundred-twenty-four (224) hours of vacation credit, the SHERIFF may schedule vacation for the employee so as the employee will not lose any days of vacation.

E. Payoff.

Upon termination of employment, a regular full-time

employee shall be entitled to a lump sum payment for any unused or accrued vacation time, as of the date of termination.

F. Scheduling.

Vacation leave shall be taken upon approval of the department head, or his designee.

4. Holiday Pay.

COUNTY and ASSOCIATION agree to abide by the decision rendered in the grievance filed by Robert Phibbs and Dennis Oliver on March 15, 1979, regarding application of Article IV, Holidays Provision, of the Memorandum of Understanding.

5. Overtime/Holiday Requisition Slip.

An employee shall have forty-eight (48) hours, excluding vacation, compensatory time off, sick leave, regular days off and all other excused absences to submit an overtime requisition slip to the Sheriff's Department.

6. Uniform and Cleaning Allowance.

A. Commencing July 1, 1979, COUNTY agrees to pay each member of the bargaining unit $35.00 per month for purchasing and maintaining uniforms required by Department rule.

B. Upon execution of this agreement, County agrees to make a one-time payment of $200.00 to each member of the bargaining unit as one-time reimbursement for purchasing and maintaining uniforms required by departmental rule.

7. Medical/Dental Insurance.

COUNTY agrees to maintain the current health and dental plans. COUNTY agrees to pay up to $82.96 per month and effective September 1, 1979, to pay up to $90.18 per month for health insurance coverage in an approved plan providing hospital, medical and surgical benefits for bargaining unit employees and enrolled dependents. COUNTY agrees to pay up to $27.62 per month for dental insurance coverage for bargaining unit employees and enrolled dependents.

8. Stand-By Pay.

A. When an employee is assigned standby duty, the SHERIFF shall inform the employee of the dates and hours of such assignment at least one (1) week in advance, except in emergencies.

B. Should an employee be placed on standby call duty, such employee shall be compensated for the time on call at the rate of fifty (50¢) cents per hour for week days, seventy-five (75¢) cents per hour for Saturdays, Sundays, or holidays, and for time worked as the result of a call back to duty in accordance with the overtime provisions of this chapter. In no instance shall a call back to duty be considered as less than one hour for pay purposes. Payment for simultaneous callback time and on-call time shall be prohibited. The assignment of classifications of employees to standby call duty shall be approved by

the Board of Supervisors. For the purposes of this section, "standby call duty" shall mean time in excess of the official workweek during which an employee is required to return to duty when called to do so.

C. Standby duty requires the employee so assigned:

1. To be ready to respond immediately to calls for service;

2. To be reachable by phone; or (only to the extent pagers are provided by COUNTY) pager; provided, however, each employee with a pager shall remain within communication range;

3. To remain within a reasonable distance of the work location; and

4. To refrain from activities which might impair ability to perform assigned duties.

9. Shift Differential.

A. Employees shall be paid an additional 30¢ per hour for all hours worked between the hours of 5:00 P.M. and 7:00 A.M.

B. Shift differential pay shall not be included in the base rate when computing overtime compensation.

10. Association Release Time.

The Association shall have 120 hours of release time per calendar year for the president and/or designated members to conduct association business. Release time used by

association from January 1, 1979, to the commencement of the term of this agreement, shall be charged against the release time to be allowed for the calendar year 1979.

11. Bereavement Leave.

Bereavement Leave because of the death of a member of an employee's family shall be granted by the Department Head for a maximum of 5 days per instance, which shall be charged to accrued sick leave. For purposes of this section, an employee's family shall mean the employee's spouse, child, father, mother, brother, sister. Bereavement leave in the case of death of other persons may be granted only upon approval of the Director of Personnel Services.

12. Social Security & Disability Committee.

COUNTY and ASSOCIATION agree that a joint employee-management committee with representatives of all recognized employee organizations invited to participate, shall be convened by March 1, 1979, to study the questions of withdrawal from social security and participation in a disability insurance program. The committee shall conclude its study and make a report to the Board of Supervisors by October 1, 1979.

13. Employer-Employee Relations Policy.

COUNTY and ASSOCIATION agree to start meeting and conferring relative to a revision of employer-employee relations policy.

14. Occupational Health/Employee Assistance.

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A. COUNTY and ASSOCIATION recognize the need to establish an occupational health program to provide preventive medical care to deal constructively with the health of employees in relation to their work.

B. COUNTY and ASSOCIATION agree that the maintenance of employee's physical health is a basic component of satisfactory work performance; that a program of medical examination and review of physical condition as it relates to performance of assigned job duties is appropriate.

C. The physical requirements of jobs will be determined and job-related medical standards will be developed and implemented by the COUNTY. The standards so developed shall apply only to employees hired after adoption of this agreement. All new employees must take and successfully pass a pre-employment medical examination. All regular permanent employees are required to take and successfully pass a medical examination at least biannually. Regular permanent employees unable to pass successfully a job-related medical examination due to medical conditions which are identified as medically correctable and job-related will be allowed a reasonable period to correct such condition.

D. Medical examinations shall be performed by a physician from a panel designated by the COUNTY. Said

panel shall consist of at least three (3) physicians with expertise and experience in industrial medicine. Medical examinations ordered by the COUNTY under this provision shall be at no cost to the employee. Appointments for such examinations shall be on COUNTY time.

E. If adverse action is proposed to be taken against an employee as a result of said medical examination, employee has the right to obtain a second examination by a physician of his/her choice selected from the aforementioned panel at no cost to the employee. The report of the second examination shall be considered prior to the COUNTY proceeding with any adverse action.

F. COUNTY shall propose the composition of the panel and give notice to ASSOCIATION; within two weeks after notice, the ASSOCIATION shall have the right to reject any panel member at the time his/her name is proposed. No physician shall be appointed to the panel who is employed by or under contract to the COUNTY.

G. Uncorrected job-related medical conditions determined to be incapacity for performance of duty as defined and governed by Title 2, Division 5, Part 3, Chapter 8, Article 3 of the Government Code, commencing with Section 21020, shall be handled according to that

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Article. The above referenced provisions of the Government Code provide that the employer may determine disability and petition the Public Employees' Retirement System, State of California, for a disability retirement. For this purpose, COUNTY will designate the examining physician and undertake the costs of medical examination.

H. COUNTY favors development and administration of preventive health maintenance program activities to address job performance related occupational health problems such as disability retirement, workers' compensation, excessive absenteeism, alcoholism, drug abuse, employee counseling, job stress and psychological testing to determine suitability for law enforcement duties.

15. Probation Period.

COUNTY and ASSOCIATION recognize the probationary period as an integral part of the examination process. The probationary period for persons employed in positions within the Sheriff's Unit shall be 12 months, dating from date of hire. The Sheriff may extend the probationary period of an employee for up to 2 extensions of three months' duration. A probationary employee experiencing work performance problems shall be assigned to supervision by a training officer. A probationary employee may be rejected at any time without hearing or right of appeal.

16. Grievance Procedure/Disciplinary Procedure.

The Grievance Procedure sets forth in Article VIII and the Disciplinary Procedure set forth in Article IX of the Memorandum of Understanding between the parties hereto dated January 10, 1978, Yolo County Agreement No. 78-7, shall remain in full force and effect during the term of this agreement.

17. No Strike/Lockout.

No lockout of employees shall be instituted by COUNTY during the term of this agreement; and ASSOCIATION agrees that, during the term of this agreement, it will not engage in any strike, work stoppage, or other concerted activity tending to disrupt COUNTY services.

18. Bi-Weekly Pay.

ASSOCIATION accepts that COUNTY has established a system of bi-weekly pay, effective July 1, 1979.

19. Term.

The term of this Memorandum of Understanding shall commence on the date of adoption by the Board of Supervisors and shall continue to and including June 30, 1980.

20. Social Security.

COUNTY agrees to contribute up to $30.00 per month towards the employee's share of social security tax for all regular employees of this unit, commencing July 1, 1979, and continuing through June 30, 1980. Effective July 1, 1980, the parties agree that such contributions shall cease and

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COUNTY OF YOLO

that in lieu thereof COUNTY shall increase the salary for the classification of Deputy Sheriff to Range 12.92 as set forth in Resolution No. 79-95.

21. Other Matters. The parties agree that no agreement was reached on other matters discussed and COUNTY is not obligated to make any changes regarding such matters.

22. Severability. If any provision of this agreement is held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restraining by any such tribunal, the remainder of this agreement shall not be affected thereby.

23. Integration. It is agreed that the terms and conditions of memorandum of understanding itself shall constitute the whole of the agreement between the parties thereto, and that the terms and conditions of the memorandum of understanding shall supersede all earlier proposals, conversations, or oral or written agreements constituting any portion of the meet and confer process or other discussions leading up to the memorandum of understanding.

24. Waiver. Except as provided herein, or as to other matters mutually agreed upon, COUNTY shall not be required to meet or confer with respect to any subject matter or matters pertaining to or covered by this agreement or other matters within the scope of representation for the period commencing January 1, 1979, and ending June 30, 1980; provided,

however, if any portion of this agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, COUNTY is authorized to take immediate action to achieve compliance with law, and the COUNTY shall provide ASSOCIATION with an opportunity to meet and confer with respect to further action to accommodate the agreements contained herein to law.

25. The Board of Supervisors may amend its written policy and take such other action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this memorandum of understanding. The provisions of this agreement, except as provided herein, shall supersede County ordinances and resolutions currently in effect, for the term of this agreement, to the extent only that they are inconsistent with the provisions of this agreement.

IN WITNESS WHEREOF, the parties have executed this memorandum of understanding this 7th day of August, 1979.

COUNTY OF YOLO, a political subdivision of the State of California

By: David D. Rowlands, Jr.
DAVID D. ROWLANDS, JR.
Designated Representative of the Board of Supervisors

YOLO COUNTY DEPUTY SHERIFFS' ASSOCIATION
BY STEPHEN WARREN SOLOMON, INC.

By: Harry Doyle
HARRY DOYLE, Designated Representative

By: Robert Fribbs
ROBERT FRIBBS

OFFICE OF THE COUNTY COUNSEL COUNTY OF YOLO

By: _____
DENNIS OLIVER

By: _____
CHRIS BOWMAN

Approved by final determination of the Board of Supervisors of the County of Yolo, State of California, this 7th day of August, 1979.

VICE--CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

By: _____
Deputy

(SEAL)

FILED
AUG 15 1979
PETER McNAMEE, Clerk
By Barbara Rodgers
Deputy

ARCHITECT/ENGINEER AGREEMENT

AGREEMENT NO. 79-302

DEPARTMENT: GENERAL SERVICES

PROJECT: BUILDINGS & GROUNDS - SHOP AND OFFICE BUILDING

WORK ORDER NO.: 1546

FILE NO.: 160

THIS AGREEMENT made and entered into this 31st day of May, 1979, by and between the County of Yolo, a political subdivision in the State of California hereinafter referred to as "County" and Brewer & Williams, Architect and Designer, licensed Architect in the State of California, hereinafter called "Consultant;"

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W I T N E S S E T H :

WHEREAS, County intends to construct a 7500 square foot all metal shop and office building at 70 Cottonwood Street in Woodland, California and,

WHEREAS, it is necessary that Consultant services be obtained for the preparation of plans, estimates, specifications, and reports for such work and for related or incidental work thereto;

NOW, THEREFORE, the County and the Consultant agree as follows:

I. GENERAL

County employee's Consultant to advise the Board of Supervisors of the County and its Officers and Agents in regard to the said project and perform professional services as hereinafter provided in this agreement with respect to the proposed project.

II. BASIC SERVICES

Consultant shall furnish and perform, in a manner satisfactory to

County, the following professional services required for the design and construction of the project, said services being more particularly described as follows:

A. The Preliminary Phase -- This phase of project development establishes the general size and scope of the project, and its location on the site. The basic services shall include the following:

(1) Conferences with the County to review its wishes and requirements; inspection of the site; review of available material assembled by the County; and discussion of scheduling. Conferences also may be held with various approving and regulatory agencies, and with those utility companies affected;

(2) Planning for and assisting the County in procuring the necessary reconnaissance surveys and other field investigations;

(3) Preparation of preliminary studies and designs. These will be submitted for review and approval by the County and other required approving agencies;

(4) Preparation of preliminary layouts, sketches, outline specifications and reports, where applicable, and specific recommendations;

(5) Preparation of preliminary cost estimates of the project; and

(6) Other per June 8, 1979 letter from Gordon M. Brewer attached hereto as part of this Agreement, marked "Exhibit A."

B. The Design Phase -- This phase of project development is undertaken only after approval by the County of the preliminary design, report, and estimate. The basic services shall include:

(1) Detailed conferences with the County and approval of regulatory authorities.

(2) Planning for and assisting the County in procuring the

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necessary field information for design.

(3) Furnishing data, where necessary, for application for regulatory permits required by local, state, or federal authorities.

(4) Preparation of detailed contract drawings, in pencil;

(5) Preparation of specifications, contract documents, and estimates.

(6) Furnish to the County four (4) preliminary copies of drawings, specifications, and other drawings for final review by the County and approving authorities.

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(7) Furnish to the County the original tracings and zero (0) copies of final working drawings, details, plans and specifications for bidding pruposes. All plans shall be on 24" x 36" sheets and all specifications shall be 8½" x 11" unless otherwise approved by the County.

(8) Furnish to the County an adjusted estimate based on final plans and specifications.

(9) Assist the County in interpreting the plans and specifications during the bidding process, assist the County in the preparation of addenda to the plans and specifications that may be required, and advise the County concerning acceptance or rejection of bids for the project.

(10) Other per June 8, 1979 letter from Gordon M. Brewer attached hereto as part of this agreement, marked "Exhibit A."

C. The Construction Phase -- This phase is undertaken after the award of the contract by the County. The basic services shall include:

(1) Consultation and advice to the County during construction;

(2) Preparation of elementary sketches and supplementary sketches

required to resolve actual field conditions encountered.

(3) Checking detailed construction drawings and shop and erection drawings submitted by contractors for compliance with design concept.

(4) Reviewing laboratory, shop, and mill test reports of materials and equipment.

(5) Making periodic visits to the site to familiarize himself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. On the bais of his on-site observations as a Consultant he shall endeavor to guard the County against defects and deficiencies in the work of the Contractor by providing technical assistance to the County's inspector. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.

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(6) Upon request of the County, the Consultant shall review proposed contract change orders, and advise the County as to the appropriateness, intent and compliance with the Contract Documents.

(7) Observe initial operation of the project, or of performance tests required by specifications.

(8) Make a final inspection and report on the completed project, including review of written guarantees and related documents assembled by the Contractor, and furnish the County a written

notice that the project is completed in accordance with plans and specifications.

(9) During all warranty or guaranty periods relating to design prepared under this Agreement, the Consultant shall, when requested, assist the County in obtaining necessary compliance with the terms of said warranties or guaranties.

(10) At the completion of the project and before final payment is made to the Consultant, he shall correct the original tracings of the project so as to incorporate therein all changes made, it being the intent of County and Consultant that said tracing adequately and accurately reflect the "as-built" conditions of the project. County shall provide Consultant with all necessary information so that Consultant may prepare a set of plans and specifications with all corrections, showing the project as finally constructed. After the original tracings and specifications have been so corrected, they shall be delivered to County and shall become County's property.

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(11) Other: None

III. EXTRA SERVICES

A. The following services, insofar as they cause the Consultant extra expense, and if authorized in writing by the County, shall be paid for by the County as provided in Article VI-B:

(1) Revisions of previously approved plans and/or specifications which incur cost to Consultant and which are the result of action by County.

(2) Preparation of alternate bids.

(3) Making planning surveys, topographic surveys, site surveys,

feasibility studies, and special analyses of County's needs to clarify requirements for project programming.

(4) Supervision of repair of damage to the structure when so directed by the County.

(5) The selection by the Consultant at the County's request of movable furniture, equipment, or articles which are not included in the construction contract.

(6) Additional services caused by the delinquency or insolvency of the contractor, when so directed by the County.

(7) The preparation of measured drawings of existing structures and facilities as authorized by the County.

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(8) Substantial changes in the Project's scope shall provide sufficient basis for renegotiation of Consultant's fee. Unsubstantial changes in scope as determined by County shall be compensated for as Extra Services.

IV. REIMBURSABLE EXPENSE

A. Includes actual expenditures made by Consultant in the interest of the Project for the following incidental expenses when approved in advance by County:

(1) Fees of special consultants.

(2) Complete field surveys required for design and construction, for final measurements and for acquisition of lands and easements.

(3) Complete survey and office computations needed for horizontal and vertical contral.

(4) Complete soils investigation including test borings, related analysis and recommendations necessary for the design and construction of the project.

/////

V. CONSULTANT'S FEE, SERVICES & EXPENSES

A. For "basic services" as described in Article II, the fee shall be a sum equal to Twelve Hundred & Eighty Dollars ($1280.00).

B. For "extra services" as described in Article III, the fee shall be a sum computed in accordance with the Rate Schedule attached hereto as Exhibit B" (and by reference made a part hereof); PROVIDED HOWEVER, that said schedule attached hereto as "Exhibit B" may be revised during the term of this agreement upon the written request of either party hereto. In the event of any such request, the parties shall negotiate for a revision of the Rate Schedule based upon the prevailing hourly rates for Consultant services in the area at the time of such revision. In the event the parties are unable to agree upon a revised schedule the rate then in effect shall continue, but either party may terminate this agreement by giving the other party written notice thereof, and Consultant shall, in the event of any such termination, be entitled to receive the compensation provided for in Article VII.

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C. For authorized "reimbursable expenses", a sum equal to the actual cost to Consultant of services described in Article IV, as evidenced by statements for specialized services by the subcontractor and approved by the County.

VI. METHOD OF PAYMENT

A. The compensation provided for in Article V-A shall be paid to Consultant upon the following basis:

(1) Twenty percent (20%) of the fee shall be paid to Consultant after completion of the "preliminary phase" upon receipt of appropriate statements and approved by the County.

(2) In the event of the award of a construction contract by County for the proposed project, the County shall pay to Consultant a

sum equal to eighty percent (80%) of the fee set forth in Article V-A (less any amount thereof previously paid) contemporaneously with the execution of the Construction Contract. The balance of said fee shall be paid by County to Consultant at the time of completion of the work and acceptance thereof by the Board of Supervisors.

(3) In the event no contract is awarded for said proposed project then The County shall pay to Consultant as a total fee for Article V-A, a sum (less any amounts thereof previously paid) equal to eighty percent (80%) of the fee set forth in said Article V-A, within ninety (90) days after approval by County of the final working drawings and specifications prepared by Consultant.

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B. The compensation payable to Consultant set forth in Article V-B and C shall be paid to Consultant every month in installments in accordance with appropriate statements therefor as approved by County.

VII. TERMINATION OF AGREEMENT OR PROJECT

A. County or Consultant may concel or suspend work under this agreement upon fifteen (15) days written notice to the other party, or immediately after submittsion to County by Consultant of any completed item of service specified in Article II. Consultant shall immediately cease all work under this Agreement in the event of cancellation or suspension.

B. In the event of cancellation of this Agreement or suspension of work by either County or Consultant, Consultant shall receive compensation as follows:

(1) For approved items of service under Article II, compensation shall be in the amount outlined under Article V for the item of service fully performed by Consultant.

(2) For items of service on which a proceed order has been issued

by County but which has not been fully completed and approved, Consultant shall be compensated for the service in amount which bears the same ratio to the total fee otherwise payable for the performance of the service as the service actually rendered bears to the total service necessary for the full performance of the service.

(3) In no event shall the total compensation paid in the immediately preceding paragraphs exceed the payment specified in Article V for the respective items of service to be furnished by Consultant.

C. Upon cancellation of this Agreement or suspension of work by either County or Consultant, all rights of the parties shall terminate, except as to payments due Consultant hereunder.

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D. Upon cancellation of this Agreement or suspension of work by either County or Consultant, Consultant shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete.

VIII. REUSE OF PLANS

A. In the event County desires to reuse the plans in total or in part on this or any other site, or if County desires to complete any uncompleted portion of the project, Consultant shall be relieved of all responsibility for the construction resulting from such reuse unless County enters into an Agreement with Consultant for services in connection therewith.

B. Consultant shall not be entitled to any fees for such use of plans unless County enters into an Agreement with Consultant for services in connection therewith.

IX. NONDISCRIMINATION IN EMPLOYMENT

County and Consultant agree that no discrimination shall be made in the employment of persons because of the race, color, sex, religion or national origin of such person.

X TERMINATION OF THIS AGREEMENT

This Agreement shall automatically terminate one year from date of signing of the Notice of Completion. Consultant services required after that termination date, insofar as they relate to guarantees and warrantees of the project, shall be compensated as provided under Article V, Extra Services, and shall be performed upon written instruction by County.

XI PROJECT DIRECTOR

The Project Director shall be the Director of Public Works of the County or his authorized representative. He shall represent County in all matters pertaining to the services to be rendered under this contract except when approval is specifically required by the Board of Supervisors.

XII CONSULTANT'S RESPONSIBILITY

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Consultant shall exercise all of the care and judgment consistent with good practices in the performance of its work under this Agreement. In addition, Consultant shall indemnify and hold the County harmless from any claims, liabilities, costs and expense as a result of any injury to persons or property resulting from the performance by Consultant of the Agreement.

XIII AUTHORITY OF COUNTY

This Agreement shall not be considered as giving exclusive authority to Consultant for performing all services pertaining to the design and construction of the project. County may perform, or have performed, any phase, or any portion of any phase, of the various professional services outlined in Articles II, III, and IV without any liability or obligation to Consultant.

XIV NOTICES

All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Consultant at its respective address as follows:

Consultant: Jacobs McBurney

County:

XV PLAN COMPLETION

Consultant shall complete and present to County for approval final construction drawings and final cost estimates not later than Sept 1, 1979.

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XVI SPECIAL CONDITIONS

None

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, A Political Subdivision of the State of California

By Betty A. Marchand
Chairman of the Board of Supervisors of Yolo County, California

/////

/////

CONSULTANT

By _____

_____, CLERK

By _____, Deputy

APPROVED AS TO FORM:

_____, Sen. Dep.

County Counsel, Yolo County

Micro Fiched

"EXHIBIT A"

BREWER AND WILLIAMS
ARCHITECT AND DESIGNER
409 JARDIN PL. • DAVIS, CALIFORNIA 95616 • PH. 758-1400

RECEIVED
JUN 11 1979
YOLO COUNTY
DEPT.
OF PUBLIC WORKS

ROUTING

NAME	TO	DATE
Dir.		
Dep. Dir.		
Asst. Dir.		
Pl. & Dev.		
F. & Gen.		
S. & M.		
R/W		
Insf.		
Bus.		
File		

June 8, 1979

Lloyd Roberts
County of Yolo
Public Works Department
292 West Beamer Street
Woodland, California
95696

Re: Architectural Proposal For County Maintenance Building

Dear Mr. Roberts;

Enclosed is our proposal for architectural services on a planned 7500 square foot equipment and maintenance building at 70 Cottonwood Street in Woodland. This proposal is based on our conversation of May 24, 1979 and plans provided by your department.

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Services included in this proposal are:

1. Soils report (Laver Roper and Associates, Sacramento). $500.00

2. Design and draw concrete slab and foundation details. (4 hours)

3. Locate utility connections and size water service, gas service, sewer service, and electrical main panel. (8 hours)

4. Design and draw parking lot layout and minimal landscaping. (6 hours)

5. Re-draw elevations and floor plan @ 1/8" = 1'-0" scale. (4 hours)

6. Re-draw office detail @ 1/4" = 1'-0" scale and check for compliance with handicapped access requirements. (2 hours)

7. Consult with proposed occupants regarding electrical outlet and lighting locations and design (electrical plan to be shown on floor plan). (8 hours)

TOTAL ARCHITECTURAL HOURS - 32 hrs. @ $15.00/hour = $480.00
TOTAL FEE $980.00 *

* Revised - See Exhibit B.

Services not included are:

1. Structural design and details of the building (provided by the contractor).

2. Parking lot details (provided by Public Works Department).

3. Bidding, contract administration, and construction supervision.

BREWER AND WILLIAMS
ARCHITECT AND DESIGNER
409 JARDIN PL. • DAVIS, CALIFORNIA 95616 • PH. 758-1400

If you have any questions regarding this proposal, please contact me at our office.

Sincerely,

Gordon M. Brewer, Architect

Micro Fiched

BREWER AND WILLIAMS
ARCHITECT AND DESIGNER
409 JARDIN PL. • DAVIS, CALIFORNIA 95616 • PH. 756-1400

EXHIBIT "B"

July 26, 1979

Lloyd Roberts
County of Yolo
Public Works Department
292 West Beamer Street
Woodland, California
95696

Re: Architectural Proposal For County Maintenance Building

Dear Mr. Roberts;

Enclosed is our proposal for architectural services on a planned 7500 square foot equipment and maintenance building at 70 Cottonwood Street in Woodland. This proposal is based on our conversations of May 24, 1979, July 5, 1979, and plans provided by your department.

Services included in this proposal are:

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1. Soils report (Laver Roper and Associates, Sacramento). $500.00
2. Design and draw concrete slab and foundation details. (4 hours)
3. Locate utility connections and size water service, gas service, sewer service, and electrical main panel. (8 hours)
4. Design and draw parking lot layout and minimal landscaping. (6 hours)
5. Re-draw elevations and floor plan @ 1/8" = 1'-0" scale. (4 hours)
6. Re-draw office detail @ 1/4" = 1'-0" scale and check for compliance with handicapped access requirements. (2 hours)
7. Consult with proposed occupants regarding electrical outlet and lighting locations and design (electrical plan to be shown on floor plan). (8 hours)
8. Specifications. (8 hours)
9. Final building review. (4 hours)
10. As built drawings. (8 hours)

TOTAL ARCHITECTURAL HOURS - 52 hrs. @ $15.00/hour = $780.00
TOTAL FEE $1280.00

RECEIVED
AUG 1979
YOLO COUNTY
DEPT.
OF PUBLIC WORKS

BREWER AND WILLIAMS
ARCHITECT AND DESIGNER
[illegible] • DAVIS, CALIFORNIA [illegible] • PH. 753-1130

Services not included are:

1. Structural design and details of the building (provided by the contractor).

2. Parking lot details (provided by Public Works Department).

Sincerely,

Gordon M. Brewer, Architect

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BOOK

FILED

AUG 21 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

AGREEMENT NO. 79-303

(Agreement amending Agreement No. 79-239)

THIS AGREEMENT, made and entered into this 21st day of August, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Melinda Tucker, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. The parties hereto wish to amend Agreement 79-239, agreement 12, paragraph a, line 11 through 14, page 5 in order to amend the term to coincide with the actual commencement of performance.

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AGREEMENTS:

1. Agreement 12, paragraph 2, line 11 through 14, page 5 of Agreement No. 79-239 is hereby amended to read as follows:

(a) This agreement shall commence on execution and terminate on September 30, 1979, unless as otherwise provided herein in Agreement (b) below.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

Betty C. Marchand

CHAIRMAN OF THE BOARD OF SUPERVISORS

PETER McNAMEE, CLERK

BY _____ DEPUTY

Melinda Tucker

MELINDA TUCKER

_____

PROGRAM CHIEF

APPROVED AS TO FORM

CHARLES R. MACK

COUNTY COUNSEL

By Elizabeth A. Stalk

DEPUTY COUNTY COUNSEL

FILED

AUG 21 1979

PETER McNAMEE, Clerk
By Peter E. Lucas
DEPUTY

AGREEMENT NO. 79-304

(Agreement amending Agreement No. 79-240)

THIS AGREEMENT, made and entered into this 21st day of August, 1979, by and between the County of Yolo, a political subdivision of the State of California, Hereinafter referred to as COUNTY, and Clifford Attkisson hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. The parties hereto wish to amend Agreement 79-240, agreement 12, paragraph a, line 26 through 28, page 4 in order to amend the term to coincide with the actual commencement of performance.

AGREEMENTS:

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1. Agreement 12, paragraph 2, line 26 through 28, page 4 of agreement No. 79-240 is hereby amended to read as follows:

(a) This agreement shall commence on execution and terminate on September 30, 1979, unless as otherwise provided herein in Agreement (b) below.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

Bobbey A. Macdonald
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: BOARD OF SUPERVISORS
PETER McNAMEE
by: Peter E. Lucas
DEPUTY

Clifford Attkisson, M.D.
CLIFFORD ATKISSON

C. P. Thomsen
PROGRAM CHIEF

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Elizabeth A. Stoltz
DEPUTY COUNTY COUNSEL

FILED

AUG 21 1979

PETER McNAMEE, Clerk
By Peter E. Lucas
DEPUTY

AGREEMENT NO. 79-305

(Agreement Amending Agreement No. 79-259)

THIS AGREEMENT, made and entered into this 21st day of August, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Marin Parents for Mental Recovery, Inc., hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. The parties hereto wish to amend Agreement No. 79-259, agreement 12, paragraph a, line 8 through 11, page 5 in order to amend the term to coincide with the actual commencement of performance.

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AGREEMENTS:

1. Agreement 12, paragraph 2, line 8 through 11, page 5 of Agreement No. 79-259 is hereby amended to read as follows:

(a) This agreement shall commence on execution and terminate on September 30, 1979, unless as otherwise provided herein in agreement (b) below.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUTNY OF YOLO, a political subdivision of the State of California

By C. A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

BOARD OF SUPERVISORS

PETER McNAMEE, CLERK

BY Peter E. Lucas
DEPUTY

Finley Graham, President
MARIN PARENTS FOR MENTAL RECONVERY, INC.

C. P. Thomson
PROGRAM CHIEF

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth A. Stalker

COUNTY OF YOLO EDD Reg # 7901C529

Bk

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 79-306

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State of California CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and State of California CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

California State Department of Social Services

Address

711 N Street

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City

OCT - 4 1979

Phone

Sacramento, CA 95814

PETER McNAMEE, Clerk

322-7751

Program Director

L. L. Jimenez

By Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on August 15, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $22,104.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title L. L. JIMENEZ Manager Grants Section	Date OCT 1 1979
Name and Title BETSY A. MARCHAND Chairman, Board of Supervisors County of Yolo, State of California	Date 9/21/79

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of August, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the State of California CETA Office hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

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1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

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2. State of California CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Description of Public Service Needs

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin August 15, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 22,104, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

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(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

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(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by ,roperly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

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(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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Either party may terminate this SUBGRANT at any time by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Hold Harmless -- Indemnification

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

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(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

16. Rights

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SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

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This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

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positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

and Indemnity Company (Bond No. 5002495) in the amount of $50,000 per employee per loss with a deductible of $2,500.

29. Insurance

SUBGRANTEE, the State of California, maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation, insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code.

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30. Entire Agreement Modifications

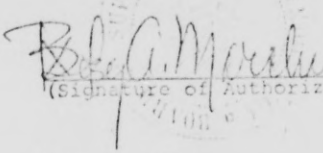
This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-306.

COUNTY OF YOLO, PRIME SPONSOR



(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

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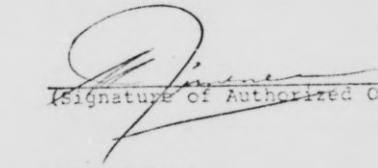
State of California
State CETA Office
Grants Section
(Legal Name of SUBGRANTEE)



(Signature of Authorized Officer)

L. L. JIMENEZ
Manager
Grants Section
(Title of Authorized Officer)

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(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

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p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

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6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(2[illegible])).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

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15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

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State of California
State CETA Office
Grants Section
(Legal Name of Subgrantee)

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(Signature of Authorized Officer)

L. L. JIMENEZ
Manager
Grants Section
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

5[redacted] First Street, Woodland, CA 9[redacted]95

CETA TITLE IID OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE August 15, 1979

Subgrantee Name and Address:

California State Department of Social Services

744 P Street

Sacramento, CA 95814

Contact Person Manuel Guerra

Phone 322-1759 Contract No. _____

Period: From 8-15-79 To 9-30-79

Program Name Assistant Clerk (24)

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.			7,368					7,368
SEPT.			14,736					14,736
TOTAL			22,104					22,104

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.			6,432	936			7,368
SEPT.			12,864	1,872			14,736
TOTAL			19,296	2,808			22,104

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

L. J. Simms, Manager, Grants Section
Name and Title of Authorized Official

Signature

OCT 1 1979
Date

Accountant

8-16-79
Date

Principal Administrative Analyst

9-17-79
Date

CC 108 (10-78)

POSITION LISTING

TITLE IID

California State Department of Social Services

	Position	Salary 8-15-79	Benefits to 9-30-79	Total
Twenty-four	Assistant Clerk			Micro Fiched
	1.5 months @ 536/78	$19,296	$2,808	$22,104

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

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3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

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As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

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1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

E. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

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4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

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c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

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(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

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(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

YCEIA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCEIA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCEIA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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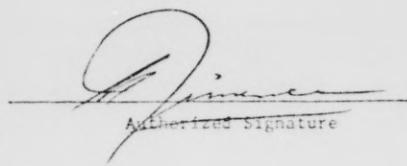

Authorized Signature

OCT 1 1979

Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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SUBGRANTEE Authorized Signature and Title
L. L. JIMENEZ, Manager, Grants Section

OCT 1 1979
Date

COUNTY OF YOLO

Reg # 79010530

Bk.

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 79-307

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State of California CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and State of California CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

State CETA Office for/Employment Development Department

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Address

711 N Street

FILED

City

Sacramento, CA 95814

OCT - 4 1979

PETER McNAMEE, Clerk

By Deputy

Phone

322-7751

Program Director

L.L. JIMENEZ

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on August 15, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $2,763.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title L.L. JIMENEZ Manager Grants Section	Date OCT 1 1979
Name and Title BETSY A. MARCHAND, Chairman Yolo County Board of Supervisors	Date 8/21/79

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of August, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the State of California CETA Office hereinafter called SUBGRANTEE.

W I T N E S S E T H:

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Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. State of California CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

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1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Description of Public Service Needs

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin August 15, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 2,763, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

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(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

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(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law. Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

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7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

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(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Hold Harmless -- Indemnification

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

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(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

and Indemnity Company (Bond No. 5002495) in the amount of $50,000 per employee per loss with a deductible of $2,500.

29. Insurance

SUBGRANTEE, the State of California, maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code.

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30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-307.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

State of California
State CETA Office
Grants Section
(Legal Name of SUBGRANTEE)

L.L. Jimenez
(Signature of Authorized Officer)

L.L. JIMENEZ
Manager
Grants Section
(Title of Authorized Officer)

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(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)). Micro Fiched

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. [redacted] program has adequate admini[redacted]ative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant Micro Fiched has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited Engligh-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

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6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

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13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(25)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

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15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

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State of California
State CETA Office
Grants Section
(Legal Name of Subgrantee)

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L.L. Jimenez
(Signature of Authorized Officer)

L.L. JIMENEZ
Manager
Grants Section
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

5[redacted] First Street, Woodland, CA 9[redacted]5

CETA TITLE IID OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE August 15, 1979

Subgrantee Name and Address:

State CETA Office for/Employment Development Department

711 N Street, Sacramento/114 W. Main Street Woodland, CA 95695

Contact Person Cyde Jackson/Roger Baldwin

Phone 322-8982/662-8681 Contract No. _____

Period: From 8-15-79 To 9-30-79

Program Name Assistant Clerk (3)

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.			921					921
SEPT.			1,842					1,842
TOTAL			2,763					2,763

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.			804	117			921
SEPT.			1,608	234			1,842
TOTAL			2,412	351			2,763

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L.L. JIMENEZ, Manager, Grants Section
Name and Title of Authorized Official

Signature

OCT 1 1979
Date

For CETA Approval Only:

Accountant — Date 8-14-79

Principal Administrative Analyst — Date 8-17-79

YC 100 (10-79)

POSITION LISTING

TITLE IID

State CETA Office for/Employment Development Department

	Position	Salary 8-15-79 to 9-30-79	Benefits	Total
3	Assistant Clerks			
	1.5 months 536/78	$2,412	$351	$2,763

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

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3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

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Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

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1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

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4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

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b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

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(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

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(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

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(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

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As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Authorized Signature

OCT 1 1979

Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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OCT 1 1979

SUBGRANTEE Authorized Signature and Title
L.L. JIMENEZ, Manager, Grants Section

Date

COUNTY OF YOLO

EDD Reg # 7901 0526.

Bk

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 79-308

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State of California CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and State of California CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

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Office of Statewide Health Planning and Development State CETA Office/Public Employment Section

Address

FILED

711 N Street, Room 1050

City

OCT - 1 1979

Phone

Sacramento, CA 95814

PETER McNAMEE, Clerk

322-7751

Program Director

By Deputy

L.L. JIMENEZ

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on August 15, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $921.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title / Date	Name and Title / Date
L.L. JIMENEZ Manager Grants Section OCT 1 1979	BETSY A. MARCHAND Chairman, Board of Supervisors County of Yolo, State of California 8/21/79

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of August, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the State of California CETA Office hereinafter called SUBGRANTEE.

W I T N E S S E T H:

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Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

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2. State of California CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Description of Public Service Needs

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

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The term of this SUBGRANT shall begin August 15, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 921, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

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(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

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(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 96.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

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(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

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(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Hold Harmless -- Indemnification

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of

Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall ex
in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein th SUBGRANTEE has failed to comply with any provision o this SUBGRANT, the County Administraive Officer may order corrective action.

(b) Before making such an order, the County Administrati Officer or his designee shall give SUBGRANTEE ten (1(days' written notice setting forth the nature of SUB- GRANTEE'S noncompliance and a procedure whereby SUBG and its officers or responsible employees may have a opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purp of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing an shall set forth specific directions for corrective ac a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRAN

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so withi the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recom

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

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(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property. Micro Fiched

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

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The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375) Micro Fiche Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

and Indemnity Company (Bond No. 5002495) in the amount of $50,000 per employee per loss with a deductible of $2,500.

29. Insurance

SUBGRANTEE, the State of California, maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code.

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30. Entire Agreement Modifications

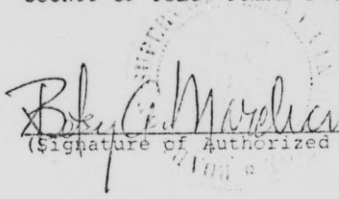
This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-308.

COUNTY OF YOLO, PRIME SPONSOR



(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

State of California
State CETA Office
Grants Section

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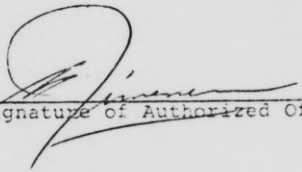
(Legal Name of SUBGRANTEE)



(Signature of Authorized Officer)

L.L. JIMENEZ
Manager.
Grants Section
(Title of Authorized Officer)

OCT 1 1979 19___

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

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p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 93-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

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5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

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13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(2[illegible])).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

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15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

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State of California
State CETA Office
Grants Section
(Legal Name of Subgrantee)

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(Signature of Authorized Officer)

L.L. JIMENEZ
Manager
Grants Section
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

First Street, Woodland, CA 95695

CETA TITLE IID OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE 8-15-79

Subgrantee Name and Address:

Office of Statewide Health Planning and Development State CETA Office/ Public Employment Section
714 P Street, Sacramento, CA 95814

Contact Person Homero Lomas

Phone 323-2671 Contract No. _____

Period: From 8-15-79 To 9-30-79

Program Name Assistant Clerk I

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.			307					307
SEPT.			614					614
TOTAL			921					921

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.			268	39			307
SEPT.			536	78			614
TOTAL			804	117			921

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L.L. JIMENEZ, Manager, Grants Section
Name and Title of Authorized Official

Signature

OCT 1 1979
Date

For CETA Approval Only:

Accountant — 8-16-79 Date

Principal Administrative Analyst — 9-17-79 Date

YC 108 (10-78)

POSITION LISTING

TITLE IID

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT
STATE CETA OFFICE/PUBLIC EMPLOYMENT SECTION

	Position	Salary 8-15-79 to 9-30-79	Benefits	Total
1	Assistant Clerk I	$804	$117	$921
	1.5 mos. 536/78			

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

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7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

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Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

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CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

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4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

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b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

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(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

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(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

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(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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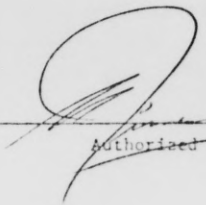

Authorized Signature

OCT 1979

Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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OCT 1 1979

SUBGRANTEE Authorized Signature and Title — Date

L.L. JIMENEZ, Manager, Grants Section

COUNTY OF YOLO

BK.

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 79-309

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Rural Research Access Project

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Rural Research Access Project hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

RECEIVED
SEP 13 1979
PETER McNAMEE, Clerk
By _____ Deputy

FILED
SEP 13 1979
PETER McNAMEE, Clerk
By Debra Bailey Kirkland DEPUTY

Program	
Rural Research Access Project	
Address	Phone
P. O. Box 428	
City	795-2719 or 795-2906
Winters, CA 95694	
Program Director	
Martin Barnes	

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County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on August 15, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $2.388.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Henry W. Shanahan 9/12/79	Betsy A. Marchand 8/21/79
Name and Title / Date	Name and Title / Date
Administrator	BETSY A. MARCHAND Chairman, Board of Supervisors County of Yolo, State of California

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of August, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Rural Research Access Project hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

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1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

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2. Rural Research Access Project is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Description of Public Service Needs

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

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The term of this SUBGRANT shall begin August 15, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 2,388, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

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(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

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(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law. Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

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All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

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(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property. Micro Fiched

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

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No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

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This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

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29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-309.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

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BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Rural Research Access Project
(Legal Name of SUBGRANTEE)

Henry W. Edwards Jr.
(Signature of Authorized Officer)

Sept. 12 1979

Administrator
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

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b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

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f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

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n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

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w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for Micro Fiched veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(25)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

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Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

Rural Senior Aides Project
(Legal Name of Subgrantee)

Sept 12 1979

Henry W. Schlesinger
(Signature of Authorized Officer)

Administrator
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted] First Street, Woodland, CA [redacted]

CETA TITLE IID OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE August 15, 1979

Subgrantee Name and Address:

Rural Research Access Project

P. O. Box 428

Winters, CA 95694

Contact Person Jean Ketcham

Phone (707) 422-5610 Contract No. _____

Period: From 8-15-79 To 9-30-79

Program Name Duplicating Machine Operator & Energy Conservation Trainee

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.			796					~~796~~
SEPT.			1,592					1,592
TOTAL			2,388					2,388

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.			647	149			~~796~~
SEPT.			1,294	298			1,592
TOTAL			1,941	447			2,388

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Signature Date 9/12/79

For CETA Approval Only:

Accountant Date 8-17-79

Principal Administrative Analyst Date 8-17-79

YC 108 (10-78)

POSITION LISTING

TITLE IID

Rural Research Access Project

	Position	Salary 8-15-79 to 9-30-79	Benefits	Total
				Micro Fiched
One	Duplicating Machine Operator 1.5 months @ 647/132	$ 970	$198	$1,168
One	Energy Conservation Trainee 1.5 months @ 647/166	971	249	1,220
		$1,941	$447	$2,388

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

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3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

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As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CEIA PSI program. Due to the temporary nature of the CEIA program, CEIA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CEIA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

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1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues involving respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

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3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

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b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

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(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

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(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

l. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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Henry W. Ebenhack
Authorized Signature

Sept. 13, 1979
Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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Henry W. Eberschale (Administrator) 9/12/79

SUBGRANTEE Authorized Signature and Title Date

COUNTY OF YOLO

RECEIVED SEP 4 1979

Bk.

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 79-310

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Planned Parenthood Association of Yolo County

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Planned Parenthood Association of Yolo County hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Planned Parenthood Association of Yolo County
Address

~~Micro Fiched~~

FILED
SEP 5 - 1979
PETER McNAMEE, Clerk
By Rickie Mayshland
Deputy

327 College Street
City

Phone

Woodland, CA 95695

662-4646

Program Director

Emily Gray

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on August 15, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $2,277.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Linell Fromm	Betsy A. Marchand
8/30/79	9/21/79
Name and Title Linell Fromm Executive Director	Name and Title BETSY A. MARCHAND Chairman, Board of Supervisors County of Yolo, State of California
Date	Date

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of August, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Planned Parenthood Association of Yolo County hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

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1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. Planned Parenthood Association of Yolo County is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

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1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Description of Public Service Needs

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin August 15, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 2,277, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

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(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

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(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

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All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

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(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property. Micro Fiched

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

16. Rights

Micro Fiched

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

Micro Fiched

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

Micro Fiched

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-310.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

Planned Parenthood Association of Yolo County
(Legal Name of SUBGRANTEE)

Linell Krogen
(Signature of Authorized Officer)

August 30 1979

Executive Director
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

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o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act. Micro Fiched

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 93-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(25)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

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15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program Micro Fiched

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Micro Fiched

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Planned Parenthood Association of Yolo County
(Legal Name of Subgrantee)

August 30 1979

Linell Freeman
(Signature of Authorized Officer)

Executive Director
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted] First Street, Woodland, CA [redacted]

CETA TITLE IID OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____

DATE August 15, 1979

Subgrantee Name and Address:

Planned Parenthood Association of Yolo County
327 College Street
Woodland, CA 95695

Contact Person Emily Gray

Phone 758-4592 Contract No. _____

Period: From 8-15-79 To 9-30-79

Program Name Clinic Aid Trainee

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.			759					759
SEPT.			1,518					1,518
TOTAL			2,277					2,277

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.			613	146			759
SEPT.			1,226	292			1,518
TOTAL			1,839	438			2,277

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Linell Fromm, Executive Director
Name and Title of Authorized Official

Linell Fromm
Signature

8/30/79
Date

For CETA Approval Only:

Accountant — Date 8-16-79

Principal Administrative Analyst — Date 8-17-79

YC 108 (10-78)

POSITION LISTING

TITLE IID

Planned Parenthood Association of Yolo County

	Position	Salary 8-15-79 to 9-30-79	Benefits	Total
Two	Clinic Aid Trainee			Micro Fiched
	1.5 months @ 613/146	$1,839	$438	$2,277

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.

2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

Micro Fiched

3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.

5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.

6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

Micro Fiched

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fiched

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

Micro Fiched

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions. Micro Fiched

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues involving respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

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3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

Micro Fiched

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

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(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

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(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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Authorized Signature

August 30, 1979
Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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Linell Fossum, Executive Director — August 30, 1979

SUBGRANTEE Authorized Signature and Title — Date

COUNTY OF YOLO

Subgrant Signature Sheet

BK

Title IID

Agreement/ Subgrant No. 79-311

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Summer House Inc.

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Summer House Inc. hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Summer House Inc.

FILED
SEP 5 - 1979
PETER McNAMEE, Clerk
By Vickie Miyabara Deputy

Address

P. O. Box 1724

City

Woodland, CA 95695

Phone

662-8493

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Program Director

Tom Monley

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on August 15, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $4,909.

Approved for the SUBGRANTEE		Approved by the GRANTOR (PRIME SPONSOR)	
By Signature		By Signature	
Tom Monley	8/30/79	Betsy A. Marchand	8/21/79
Name and Title	Date	Name and Title	Date
Tom Monley Board Member Summer House, Inc.	8/30/79	BETSY A. MARCHAND Chairman, Board of Supervisors County of Yolo, State of California	

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of August, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Summer House Inc. hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

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(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. Summer House Inc. is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

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1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Description of Public Service Needs

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin August 15, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 4,909, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

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(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

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(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

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7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

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(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

Micro Fiched

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

Micro Fiched

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

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22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

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(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

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It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

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SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-311.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Summer House Incorporated
(Legal Name of SUBGRANTEE)

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Tom Mosley
(Signature of Authorized Officer)

8/30 1979 Board Member
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)). Micro Fiched

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

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In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited Engligh-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

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7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

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5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

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13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(25)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

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All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Summer House Inc. Incorporated
(Legal Name of Subgrantee)

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8/26 19 75

Tom Manley
(Signature of Authorized Officer)

Board Member
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted] First Street, Woodland, CA [redacted]695

CETA TITLE IID OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____

DATE August 15, 1979

Subgrantee Name and Address:

Summer House, Inc.

P. O. Box 1724

Woodland, CA 95695

Contact Person Karen Peterson

Phone 662-8493 Contract No. _____

Period: From 8-15-79 To 9-30-79

Program Name Support Resident Instructor Curriculum Instructor/Child Counselor Trainees

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.			1,636					1,636
SEPT.			3,273					3,273
TOTAL			4,909					4,909

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MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.			1,276	360			1,636
SEPT.			2,553	720			3,273
TOTAL			3,829	1,080			4,909

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Tom Morley Board Member
Name and Title of Authorized Official

Tom Morley 8/30/79
Signature Date

For CETA Approval Only:

Accountant 8-16-79 Date

Principal Administrative Analyst 9-17-79 Date

YC 108 (10-78)

POSITION LISTING

TITLE IID

Summer House Inc.

	Position	Salary 8-15-79 to 9-30-79	Benefits 8-15-79 to 9-30-79	Total
Two	Child Counselor Trainee			
	1.5 mos. @ 647/112	$1,941	$ 336	$2,277
One	Curriculum Instructor			
	1.5 mos. @ 629/248	944	372	1,316
One	Curriculum Instructor/ Support Resident			Micro Fiched
	1.5 mos. @ 629/248	944	372	1,316
		$3,829	$1,080	$4,909

CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

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Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

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Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - Micro Fiched especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

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CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

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2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

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5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In case where the complainant is participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

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c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

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(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

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Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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Tom Manley
Authorized Signature

8/30/79
Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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Tom Manley 8/30/78

SUBGRANTEE Authorized Signature and Title Date

COUNTY OF YOLO EDD Reg #79010531

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 79-312

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State of California CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and State of California CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

State CETA Office of Mental Health

Address

711 N Street

City Phone

Sacramento, CA 95814 322-7753 Micro Fiched

Program Director

L.L. JIMENEZ

FILED
OCT - 1 1979
PETER McNAMEE, Clerk
By Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on August 15, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $7,368.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title: L.L. JIMENEZ, Manager, Grants Section	Name and Title: BETSY A. MARCHAND, Chairman, Board of Supervisors, County of Yolo, State of California
Date: OCT 1 1979	Date: 8/21/79

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of August, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the State CETA Office of Mental Health hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 98 of the Regulations.

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(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. State of California CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

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1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Description of Public Service Needs.

(e) CETA Operating Budget.

(f) CETA Position Listing.

(g) Program Operations Handbook.

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin August 15, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

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PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 7,368, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

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(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

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(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

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(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

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(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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Either party may terminate this SUBGRANT at any time by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Hold Harmless -- Indemnification

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

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(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

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17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

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(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

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22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

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(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

and Indemnity Company (Bond No. 5002495) in the amount of $50,000 per employee per loss with a deductible of $2,500.

29. Insurance

SUBGRANTEE, the State of California, maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code.

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30. Entire Agreement Modifications

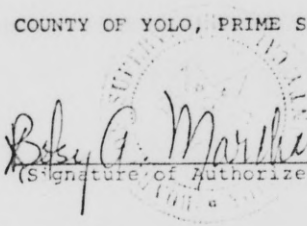
This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-312.

COUNTY OF YOLO, PRIME SPONSOR



(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

State of California
State CETA Office
Grants Section
(Legal Name of SUBGRANTEE)

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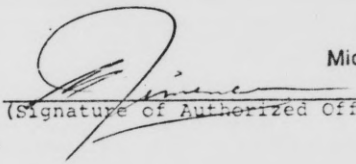

(Signature of Authorized Officer)

L.L. JIMENEZ
Manager
Grants Section
(Title of Authorized Officer)

OCT 1 1979 19___

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

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a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

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k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)). Micro Fiched

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

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y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

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In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

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7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

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5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

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13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(2[illegible])).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

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D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

State of California
State CETA Office
Grants Section
(Legal Name of Subgrantee)

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OCT 1 1979
19

(Signature of Authorized Officer)

L.L. JIMENEZ
Manager
Grants Section
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted] First Street, Woodland, CA [redacted]95

CETA TITLE IID OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____

DATE August 15, 1979

Subgrantee Name and Address:

State CETA Office of Mental Health

711 N Street

Sacramento, CA 95814

Contact Person Cynde Jackson, Donald Parks

Phone 322-8982 Contract No. _____

Period: From 8-15-79 To 9-30-79

Program Name Assistant Clerk 8

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.			2,456					2,456
SEPT.			4,912					4,912
TOTAL			7,368					7,368

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MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.			2,144	312			2,456
SEPT.			4,288	624			4,912
TOTAL			6,432	936			7,368

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L.L. JIMENEZ, Manager, Grants Section
Name and Title of Authorized Official

Signature

OCT 1 1979
Date

For CETA Approval Only:

Accountant — 8-14-79 Date

Principal Administrative Analyst — 8-17-79 Date

YC 108 (10-78)

POSITION LISTING

TITLE IID

State CETA Office

Department of Mental Health

	Position	Salary 8-15-79	Benefits to 9-30-79	Total
Eight	Assistant Clerk			
	1.5 months @ 536/78	$6,432	$936	$7,368

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

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4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

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Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

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CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

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2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

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6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

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d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing;

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

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b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

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(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

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(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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Authorized Signature

OCT 1 1979

Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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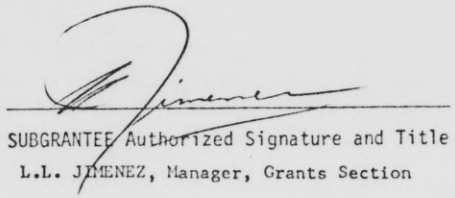

OCT 1 1979

SUBGRANTEE Authorized Signature and Title — Date

L.L. JIMENEZ, Manager, Grants Section

EDD Reg # 7010532

Bk

COUNTY OF YOLO

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 79-313

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State of California CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and State of California CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Department of Forestry - Davis Headquarters Nursery

Address

711 N Street

City

Sacramento, CA 95814

Phone

322-7751

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FILED

OCT - 4 1979

PETER McNAMEE, Clerk

By Rita Mayhew Deputy

Program Director

L. L. Jimenez

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on August 15, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $921.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title: L. L. JIMENEZ, Manager, Grants Section	Date: OCT 1 1979
Name and Title: BETSY A. MARCHAND, Chairman, Board of Supervisors, County of Yolo, State of California	Date: 8/21/79

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of August 15, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the State of California CETA Office hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

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(b) Compliance with Part 98 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. State of California CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

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1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Description of Public Service Needs

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin August 15, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 921, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

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(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

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(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law. Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. Micro Fiched

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

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7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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Either party may terminate this SUBGRANT at any time by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Hold Harmless -- Indemnification

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property. Micro Fiched

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

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This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

and Indemnity Company (Bond No. 5002495) in the amount of $50,000 per employee per loss with a deductible of $2,500.

29. Insurance

SUBGRANTEE, the State of California, maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code.

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30. Entire Agreement Modifications

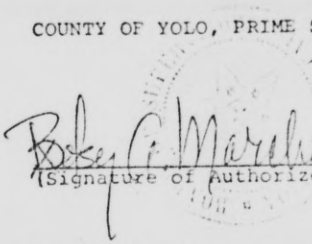
This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-813.

COUNTY OF YOLO, PRIME SPONSOR

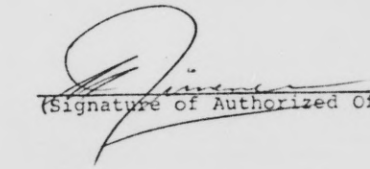


(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

State of Califor nia/State CETA Office
Grants Section
(Legal Name of SUBGRANTEE)



(Signature of Authorized Officer)

L. L. JIMENEZ, Manager
Grants Section
(Title of Authorized Officer)

OCT 1 1979 19___

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 707(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

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p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

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In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

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13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(25)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

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All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

State of California
State CETA Office
Grants Section
(Legal Name of Subgrantee)

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OCT 1 1979 19

(Signature of Authorized Officer)

L. L. JIMENEZ, Manager
Grants Section
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted] First Street, Woodland, CA [redacted]95

CETA TITLE IID OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____

DATE August 15, 1979

Subgrantee Name and Address:

Department of Forestry - Davis Headquarter
Nursery Division
5800 Chiles Road
Davis, CA 95616

Contact Person C. J. Eden
Phone 753-2441 Contract No. _____
Period: From 8-15-79 To 9-30-79
Program Name Assistant Clerk

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.			307					307
SEPT.			614					614
TOTAL			921					921

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.			268	39			307
SEPT.			536	78			614
TOTAL			804	117			921

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

L. L. JIMENEZ, Manager, Grants Section
Name and Title of Authorized Official

Signature

OCT 1 1979
Date

For CETA Approval Only:

Accountant — Date 8-16-79

Principal Administrative Analyst — Date 8-17-79

YC 108 (10-78)

POSITION LISTING

TITLE IID

Department of Forestry - Davis Headquarters Nursery

	Position	Salary 8-15-79 to 9-30-79	Benefits	Total
One	Assistant Clerk			
	1.5 months @ 536/78	$804	$117	$921

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

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4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

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Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

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CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

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   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

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5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

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c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

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(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

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(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

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Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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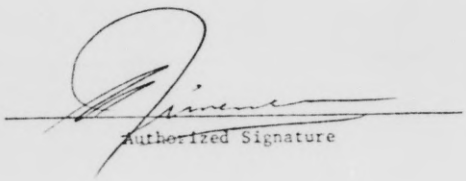

Authorized Signature

OCT 1 1979

Date

COUNTY OF YOLO

BK

Subgrant Signature Sheet

Agreement/ Subgrant No. 79-314

Title IID

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Yolo Alcoholic Recovery Center Inc.

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Yolo Alcoholic Recovery Center Inc. hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Yolo Alcoholic Recovery Center Inc.

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Address

Route 2, Box 307

FILED

City Phone

Woodland, CA 95695 SEP 5 - 1979 662-5727

Program Director

PETER McNAMEE, Clerk

Richard L. Powell By Vickie D. Kingsbury

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on August 15, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $1,996.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Richard L. Powell 8/29/79	Betsy A. Marchand 9/21/79
Name and Title Date	Name and Title Date
Richard L. Powell President, Board of Directors Yolo Alcoholic Recovery Center, Inc.	BETSY A. MARCHAND Chairman, Board of Supervisors County of Yolo, State of California

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of August, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Yolo Alcoholic Recovery Center Inc. hereinafter called SUBGRANTEE.

W I T N E S S E T H:

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Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

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2. Yolo Alcoholic Recovery Center Inc. is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Description of Public Needs

(e) CETA Operating Budget

(f) CETA Position Listing

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

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The term of this SUBGRANT shall begin August 15, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 1,996, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

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(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

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(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

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7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property. Micro Fiched

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

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The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination Micro Fiched

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

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29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-314.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

Yolo Alcoholic Recovery Center, Inc.
Route 2, Box 307
Woodland, California 95695
(Legal Name of SUBGRANTEE)

Richard L. Powell
Richard L. Powell
(Signature of Authorized Officer)

President, Board of Directors
(Title of Authorized Officer)

_____ 19____

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

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p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

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w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

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15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program Micro Fiched

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Micro Fiched

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Yolo Alcoholic Recovery Center, Inc.
Route 2, Box 307
Woodland, California 95696
(Legal Name of Subgrantee)

August 29, 19 79

Richard L. Powell
(Signature of Authorized Officer)

President, Board of Directors
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted] First Street, Woodland, CA [redacted]695

CETA TITLE IID OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____

DATE August 15, 1979

Subgrantee Name and Address:

Yolo Alcoholic Recovery Center
Route 2, Box 307
Woodland, CA 95695

Contact Person S. Driver

Phone 662-5727 Contract No. _____

Period: From 8-15-79 To 9-30-79

Program Name Clerk-Typist I Trainee/Cook I Trainee

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY			666					666
AUG.			1,330					1,330
SEPT.								
TOTAL			1,996					1,996

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY			614	52			666
AUG.			1,226	104			1,330
SEPT.							
TOTAL			1,840	156			1,996

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Richard L. Powell, President
Name and Title of Authorized Official

Richard L. Powell 8/20/79
Signature Date

For CETA Approval Only:

Accountant 8-16-79 Date

Principal Administrative Analyst 8-17-79 Date

YC 108 (10-78)

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Richard L. Powell

Authorized Signature

8/29/79

Date

POSITION LISTING

TITLE IID

Yolo Alcoholic Recovery Center Inc.

	Position	Salary 8-15-79 to 9-30-79	Benefits	Total
One	Typist-Clerk I Trainee 1.5 months @ 613/52	$ 920	$ 78	$ 998
One	Cook I Trainee 1.5 months @ 613/52	920	78	998
		$1,840	$156	$1,996

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

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4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

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Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

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1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

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   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

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4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

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c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

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(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

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(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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Richard L. Powell

Authorized Signature

8/29/79

Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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Richard L. Powell, President — 8/29/79

SUBGRANTEE Authorized Signature and Title — Date

COUNTY OF YOLO

BK

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 79-315

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Praul Center for Educational and Behavioral Change Inc.

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Praul Center for Educational and Behavioral Change Inc. hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Praul Center for Educational and Behavioral Change Inc.

Address

P. O. Box 405

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City

Davis, CA 95616

SEP 24 1979

Phone

756-2879

PETER McNAMEE, Clerk

Program Director

Evelyn Praul

By Rickie Mayabura DEPUTY

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on August 15, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $1,046.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
9/15/79	9/21/79
Name and Title / Date	Name and Title / Date
Evelyn Praul Director	BETSY A. MARCHAND Chairman, Board of Supervisors County of Yolo, State of California

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of August, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Praul Center for Educational & Behavioral Change, Inc. hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

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1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. Praul Center for Educational and Behavioral Change Inc. is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

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1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Description of Public Service Needs.

(e) CETA Operating Budget.

(f) CETA Position Listing.

(g) Program Operations Handbook.

(h) Special Conditions.

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin August 15, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 1,046, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

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(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

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(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law. Micro Fiched

If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

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(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUB-GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property. Micro Fiched

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

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21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

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29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-315.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

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Praed Center for Educational and Behavioral Change Inc.
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

9/15 1979

Director
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

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p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited Engligh-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

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On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

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15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

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(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Prad Center for Education and Behavioral Change Inc.
(Legal Name of Subgrantee)

9/15 19 79

(Signature of Authorized Officer)

Director
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted] First Street, Woodland, CA [redacted]95

CETA TITLE IID OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE August 15, 1979

Subgrantee Name and Address:

Praul Center for Educational and Behavioral Change Inc.

P. O. Box 405

Davis, CA 95616

Contact Person Evelyn Praul

Phone 756-2879 Contract No. _____

Period: From 8-15-79 To 9-30-79

Program Name Child-Care Trainee

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.			349					349
SEPT.			697					697
TOTAL			1,046					1,046

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.			285	64			349
SEPT.			570	127			697
TOTAL			855	191			1,046

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Evelyn Praul Director
Name and Title of Authorized Official

Signature

9/5/79
Date

For CETA Approval Only:

Accountant — 9-11-79 Date

Principal Administrative Analyst — 9-11-79 Date

YC 108 (10-78)

POSITION LISTING

TITLE IID

Praul Center for Educational and Behavioral Change Inc.

	Position	Salary 8-15-79 to 9-30-79	Benefits	Total
One	Child Care Trainee 1.5 months @ 570/127	$855	$191	$1,046

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.

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3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

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Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

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1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

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1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

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4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

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c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

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(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

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(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age-sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

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Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Authorized Signature

9/05/79
Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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SUBGRANTEE Authorized Signature and Title

9/5/79
Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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SUBGRANTEE Authorized Signature and Title
L. L. JIMENEZ, Manager, Grants Section

OCT 1 1979
Date

BK

COUNTY OF YOLO

RECEIVED AUG 3 0 1979

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 79-316

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	The Aquarian Effort, Inc.

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and The Aquarian Effort, Inc. hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

The Aquarian Effort, Inc. - Alternative House

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Address

2104 Capitol Avenue

FILED

AUG 31 1979

PETER McNAMEE, Clerk

By Vickie Chapman Deputy

City

Sacramento, CA

Phone

444-6297

Program Director

Don Juhl

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on August 15, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $3,520.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title: DR. JUHL EXECUTIVE DIRECTOR	Name and Title: BETSY A. MARCHAND, Chairman, Board of Supervisors, County of Yolo, State of California
Date: 8/28/79	Date: 8/21/79

Type name and Title of Authorized Officer

Donald R. Juhl Executive Director

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of August, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the the Aquarian Effort Inc. hereinafter called SUBGRANTEE.

W I T N E S S E T H:

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Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

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2. The Aquarian Effort Inc. is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Description of Public Service Needs.

(e) CETA Operating Budget.

(f) CETA Position Listings.

(g) Program Operations Handbook

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin August 15, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 3,520, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

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(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

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5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

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(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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PRIME SPONSOR may terminate this SUBGRANT at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

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9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.

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(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

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16. Rights

SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

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(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

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The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

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29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-816.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

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THE AQUARIAN EFFORT, INC
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

Aug 28 1979

EXECUTIVE DIRECTOR
(Title of Authorized Officer)

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

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p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited Engligh-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(25)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

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15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand

(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California

(Title of Authorized Officer)

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THE AGRARIAN EFFORT, Inc.

(Legal Name of Subgrantee)

Aug. 28 1979

(Signature of Authorized Officer)

EXECUTIVE DIRECTOR

(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted] First Street, Woodland, CA [redacted]695

CETA TITLE IID OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____

DATE August 15, 1979

Subgrantee Name and Address:

The Aquarian Effort

2104 Capitol Mall

Sacramento, CA 95814

Contact Person Don Juhl

Phone 444-6297 Contract No. _____

Period: From 8-15-79 To 9-30-79

Program Name Alternative House

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.			1,174					1,174
SEPT.			2,346					2,346
TOTAL			3,520					3,520

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.			971	203			1,174
SEPT.			1,941	405			2,346
TOTAL			2,912	608			3,520

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

D.R. Juhl Executive Director

Name and Title of Authorized Official

D.R. Juhl 8/28/79

Signature Date

For CETA Approval Only:

Shauna Hunter 9-4-79

Accountant Date

Larry L. Hunter 9-27-79

Principal Administrative Analyst Date

YC 108 (10-78)

POSITION LISTING

TITLE IID

The Aquarian Effort Incorporated

	Position	Salary 8-15-79 to 9-30-79	Benefits	Total
Three	Drug Abuse Counselor Trainee I 1.5 months @ 647/135	$2,912	$608	$3,520

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

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4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

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Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA Micro Fiched funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

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1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

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A. Definitions.

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake; and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

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3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

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c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

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(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

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(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

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Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

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Authorized Signature

Aug 28, 1979
Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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SUBGRANTEE Authorized Signature and Title

Aug 28, 1979
Date

EDD Reg # 79016533

COUNTY OF YOLO

BK

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 79-317

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	State CETA Department of Health Services

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and State CETA Department of Health Services hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

State CETA Office Department of Health Services

Address

744 P Street

City

Sacramento, CA 95814

Program Director

~~XXXXXXXXXXXXXXXX~~ L.L. JIMENEZ

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FILED

OCT - 4 1979

PETER McNAMEE, Clerk

By Debbie Miyahara Deputy

Phone

~~XXXXXXX~~ 322-7751

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on August 15, 1979.

The term of the SUBGRANT shall end on September 30, 1979.

The total amount of the SUBGRANT is $6,447.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title: L.L. JIMENEZ, Manager, Grants Section	Name and Title: BETSY A. MARCHAND, Chairman, Board of Supervisors, County of Yolo, State of California
Date: OCT 1 1979	Date: 8/21/79

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of August, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the State CETA Office Dept. of Health Services hereinafter called SUBGRANTEE.

W I T N E S S E T H:

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Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 98 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

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2. State CETA Office, Department of Health Services is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Assurances and Certification.

(d) Description of Public Service Needs.

(e) CETA Operating Budget.

(f) CETA Position Listing.

(g) Program Operations Handbook.

(h) Special Conditions

(i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin August 15, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

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4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 6,447, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

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(3) To the extent permitted by the Federal Government, the County Administrative Officer or his designee may approve in advance of working capital to SUBGRANTEE. Each advance of working capital shall be made on application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

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(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR § 98.18. The obligation to maintain and preserve records shall not

be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT (b) for such longer period, if any, as required by applicable law.

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If this SUBGRANT is terminated, the records relating to this SUBGRANT shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the Federal Government and any PRIME SPONSOR requirements as set forth in the SUBGRANTEES' Fiscal Activities Manual.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR or duly authorized representative thereof, shall until

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

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(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

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(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

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Either party may terminate this SUBGRANT at any time by giving written notice of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the services actually performed bear to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, in such remainder would then continue to conform to terms and requirements of applicable law.

///

9. Hold Harmless -- Indemnification

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

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10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervison and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administraive Officer may order corrective action.

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(b) Before making such an order, the County Administrative Officer or his designee shall give SUBGRANTEE ten (10) days' written notice setting forth the nature of SUBGRANTEE'S noncompliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the County Administrative Officer or PRIME SPONSOR or his designee for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the County Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

(b) The SUBGRANTEE'S Property Standards of Non-Expendable

Personal Property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and provided for: A description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property. Micro Fiched

(2) Physical inventory of property shall be taken and the result reconciled with the property records at least once a year to verify the existence, current utilization, and continued need for property.

(3) Adequate maintenance procedures shall be implemented to keep property in good condition.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

14. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingency fee.

15. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments.

16. Rights

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SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this SUBGRANT. SUBGRANTEE will not include copyrighted matter in the material furnished under this agreement without written permission from the copyright owner. The SUBGRANTEE further agrees that in the performance of this SUBGRANT no person having interest that would conflict with the performance of this SUBGRANT shall be employed.

17. Right to Reuse

If, under the provisions of this SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

Micro Fiched

(b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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25. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state of local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State of local statute in lieu of the policy.

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(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

(b) The term "Administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, other officials who have an influence or control over the administration of the program, as set forth in 29 CFR § 98.22(b)(3).

(c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

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27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

and Indemnity Company (Bond No. 5002495) in the amount of $50,000 per employee per loss with a deductible of $2,500.

29. Insurance

SUBGRANTEE, the State of California, maintains a self-insured plan for general liability pursuant to Title I, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability insurance under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Sections 17000) of the California Vehicle Code.

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30. Entire Agreement Modifications

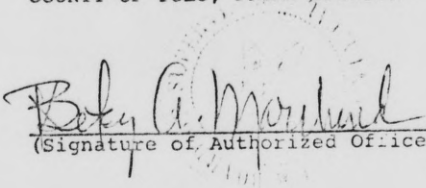
This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT No. 79-317.

COUNTY OF YOLO, PRIME SPONSOR



(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

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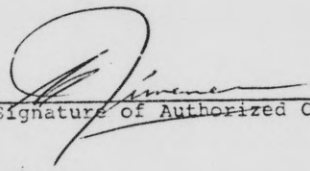
State of California
State CETA Office
Grants Section
(Legal Name of SUBGRANTEE)



(Signature of Authorized Officer)

L.L. JIMENEZ
Manager
Grants Section
(Title of Authorized Officer)

OCT 1 1979 19____

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

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h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 707(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

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o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited Engligh-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate excedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

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12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

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15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

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(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

State of California
State CETA Office
Grants Section
(Legal Name of Subgrantee)

OCT 1 1979 19

(Signature of Authorized Officer)

L.L. JIMENEZ
Manager
Grants Section
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

[redacted] First Street, Woodland, CA [redacted]95

CETA TITLE IID OPERATING BUDGET

[X] ORIGINAL [ ] REVISION NO. _____ DATE August 15, 1979

Subgrantee Name and Address:

State CETA Department of Health Services

744 P Street

Sacramento, CA 95814

Contact Person Irene R. Maslow

Phone 445-1154 Contract No. _____

Period: From 8-15-79 To 9-30-79

Program Name Assistant Clerks (7)

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MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.			2,149					2,149
SEPT.			4,298					4,298
TOTAL			6,447					6,447

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.			1,876	273			2,149
SEPT.			3,752	546			4,298
TOTAL			5,628	819			6,447

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L.L. JIMENEZ, Manager, Grants Section
Name and Title of Authorized Official

Signature — OCT 1 1979 Date

For CETA Approval Only:

Accountant — 8-14-79 Date

Principal Administrative Analyst — 8-17-79 Date

YC 108 (10-78)

POSITION LISTING

TITLE IID

State CETA Office
Department of Health Services

	Position	Salary 8-15-79 to 9-30-79	Benefits	Total
Seven	Assistant Clerks 1.5 months @ 536/78	$5,628	$819	$6,447

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CETA TITLE IID AND

TITLE VI PROGRAM

OPERATIONS HANDBOOK

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

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7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

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As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

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Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

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Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following:

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

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CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

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COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

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1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:

   a. The individual is declared eligible upon intake: and

   b. The individual receives employment, training, or services under under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk).

2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).

3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).

4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.

5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.

6. Party: includes both complainant and respondent.

7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.

2. Issues invovling respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.

3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.

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4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.

5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.

6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

C. Complaint Resolution Procedure.

1. Filing of Complaint

a. Complaints shall be filed with the filing officer designated by the agency.

b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.

c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

3. Request for Hearing

a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.

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c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.

d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.

b. The notice shall contain:

(1) The date and hour of the hearing:

(2) The place of the hearing.

(3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.

(4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.

(5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.

(6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

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6. Conduct of hearing

a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.

b. There shall be a full opportunity for the complaint to be heard.

c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.

d. All parities shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.

e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explaination in support of their positions or contentions.

f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.

g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

h. The decision shall be promptly given to all parties and their representatives.

i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

(2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.

Micro Fiched

(3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.

(4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.

(5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.

(6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

(1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.

(2) A listing of the attendees.

(3) A clear and concise statement of the issues.

(4) The findings of fact based on the entire record as disclosed at the hearing.

(5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.

Micro Fiched

(6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.

(7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

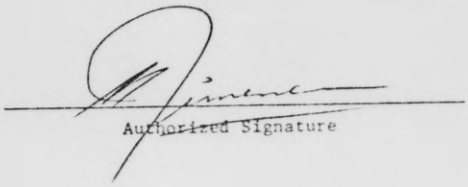
Micro Fiched

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

Micro Fiched

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.



Authorized Signature

OCT 1979

Date

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched

OCT 1 1979

SUBGRANTEE Authorized Signature and Title

L.L. JIMENEZ, Manager, Grants Section

Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

BK

REQUEST FOR PROGRAM MODIFICATION | DATE August 15, 1979 | AGREEMENT NO. 79-318

Title: IID PSE | Modification Number 001 | Contract Number 79-105

Program: Economic Opportunity Commission of Yolo County, Inc.

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 4,554 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

The general intent of this modification is to add the five newly authorized positons of two Cannery Outreach Workers and three Clerk Typists.

FILED

AUG 29 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

MODIFICATION

The attached Operating Budget and Position Listing supersede those currently in the contract.

$9,943
ew grand total and fixed price

Signature of program operator Date 8-15-79

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC: MAPC approved the proposal at the 7-26-79 meeting [X] Approve [ ] Disapprove

CTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer 8/21/79 Date

8-15-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE IID OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. 001

DATE August 15, 1979

Subgrantee Name and Address:
Economic Opportunity Commission of Yolo County, Inc.
442 College Street
Woodland, CA 95695

Contact Person Audrey L. Smith
Phone 666-0981 Contract No.
Period: From 3-13-79 To 9-30-79
Program Name PSE Title IID

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			413					413
APR.			826					826
MAY			826					826
JUNE			826					826
JULY			826					826
AUG.			2,344					2,344
SEPT.			3,882					3,882
TOTAL			9,943					9,943

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			350	63			413
APR.			700	126			826
MAY			700	126			826
JUNE			700	126			826
JULY			700	126			826
AUG.			2,008	336			2,344
SEPT.			3,334	548			3,882
TOTAL			8,492	1,451			9,943

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Audrey L. Smith
Name and Title of Authorized Official

Audrey L. Smith 27 Aug 79
Signature Date

For CETA Approval Only:

Shannon Chinn 8-16-79
Accountant Date

Principal Administrative Analyst 9-17-79
Date

108 (10-78)

POSITION LISTING

TITLE IID

Economic Opportunity Commission of Yolo County, Inc.

	Position	Salary 3-13-79 to 9-30-79	Benefits	Total
One	Driver			
	6 months @ $700/126	$4,200	$ 756	$4,956
	.5 " @ 735/130	368	65	433
		8-15-79 to 9-30-79		Micro Fiched
Two	Cannery Outreach Worker			
	1.5 months @ 523/85	1,570	256	1,826
Three	Clerk-Typist			
	1.5 months @ 523/83	2,354	374	2,728
	TOTAL	$8,492	$1,451	$9,943

BK

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

RECEIVED SEP 1 0 1979

REQUEST FOR PROGRAM MODIFICATION

DATE August 15, 1979

AGREEMENT NO. 79-319

Title: IID PSE

Modification Number 002

Contract Number 79-146

Program: United Christian Center

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by $ 2,000 ☐ Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To add one new position - teacher assistant.

To increase contract #76-146 because of salary and fringe benefit increases. Micro Fiched

FILED

SEP 10 1979

PETER McNAMEE, Clerk

By Pete Miyabara Deputy

MODIFICATION

The attached Operating Budget and Position Listing supersede those currently on the contract.

$18,524
New grand total and fixed price

Vernon [illegible] 9/7/79
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve ☐ Disapprove

Recommendation of the MAPC: MAPC approved the proposal on 7-26-79 meeting [X] Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Betsy C. Marchand 9/21/79
Signature of Authorized Officer Date

8-15-79
Effective date of modification

500 First Street, Woodland, CA 95695

CETA TITLE IID OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. 2 DATE August 8, 1979

Subgrantee Name and Address:
United Christian Center
1445 Nogales Street
Sacramento, CA

Contact Person Jayne Ward
Phone 929-0276 Contract No.
Period: From 1-1-79 To 9-30-79
Program Name II-D PSE

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			1,946					1,946
FEB.			1,947					1,947
MAR.			1,947					1,947
APR.			1,947					1,947
MAY			1,947					1,947
JUNE			1,947					1,947
JULY			1,947					1,947
AUG.			2,251					2,251
SEPT.			2,645					2,645
TOTAL			18,524					18,524

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			1,735	211			1,946
FEB.			1,735	212			1,947
MAR.			1,735	212			1,947
APR.			1,735	212			1,947
MAY			1,735	212			1,947
JUNE			1,735	212			1,947
JULY			1,735	212			1,947
AUG.			1,989	262			2,251
SEPT.			2,383	262			2,645
TOTAL			16,517	2,007			18,524

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND AT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Vernon J. Freeman, Executive Director
Name and Title of Authorized Official

Signature 9/7/79 Date

For CETA Approval Only:

Accountant 8-16-79 Date

Principal Administrative Analyst 9-17-79 Date

108 (10-78)

POSITION LISTING

TITLE IID

United Christian Center

	Position	Salary 1-01-79	Benefits to 9-30-79	Total
				Micro Fiched
One	Driver	$ 4,611	$ 594	$ 5,205
One	Program Aid	4,761	612	5,373
One	Secretary	6,245	701	6,946
		8-15-79 to 9-30-79		
One	Teacher Assistant	900	100	1,000
	TOTAL	$16,517	$2,007	$18,524

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION | DATE August 15, 1979 | AGREEMENT NO. 79-320

Title: IID PSE | Modification Number 001 | Contract Number 79-109

Program: Yolo County Housing Authority

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 1,065 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

The general intent of this modification is to add the newly authorized position of Account Clerk Trainee to the contract.

FILED

AUG 29 1979

PETER McNAMEE, Clerk.
By Vickie Mayabara
DEPUTY

MODIFICATION

The attached Operating Budget and Position Listing supersede those currently in the contract.

YOLO COUNTY HOUSING AUTHORITY D. ROSS PARKER
EXECUTIVE DIRECTOR

$11,877
New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC MAPC approved the proposal at the 7-26-79 meeting [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer 8/21/79 Date

8-15-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE IID OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. 001 DATE 8-15-79

Subgrantee Name and Address:

Yolo County Housing Authority
P. O. Box 57
Woodland, CA 95695

Contact Person Ross Parker
Phone 662-5428 Contract No.
Period: From 8-15-79 To 9-30-79
Program Name Account Clerk Trainee

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.			84					84
APR.			1,788					1,788
MAY			1,788					1,788
JUNE			1,788					1,788
JULY			1,788					1,788
AUG.			2,143					2,143
SEPT.			2,498					2,498
TOTAL			11,877					11,877

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.			66	18			84
APR.			1,408	380			1,788
MAY			1,408	380			1,788
JUNE			1,408	380			1,788
JULY			1,408	380			1,788
AUG.			1,683	460			2,143
SEPT.			1,958	540			2,498
TOTAL			9,339	2,538			11,877

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

YOLO COUNTY HOUSING AUTHORITY
D. ROSS PARKER EXECUTIVE DIRECTOR

Name and Title of Authorized Official

Signature Date 8/25/79

For CETA Approval Only:

Accountant Date 8-16-79

Principal Administrative Analyst Date 8-17-79

C 108 (10-78)

POSITION LISTING

TITLE IID

Yolo County Housing Authority

	Position	Salary 3-30-79 to 9-30-79	Benefits 3-30-79 to 9-30-79	Total
One	Administrative Assistant	$4,257	$1,149	$ 5,406
One	Administrative Clerk I	4,257	1,149	5,406
		8-15-79 to 9-30-79		Micro Fiched
One	Account Clerk Trainee 1.5 months @ 550/160	825	240	1,065
		$9,339	$2,538	$11,877

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

BK

MODIFICATION FORM

QUEST FOR PROGRAM MODIFICATION

DATE August 15, 1979

AGREEMENT NO. 79-321

tle: IID PSE

Modification Number 001

Contract Number 79-110

rogram: Winters Fire Protection District

anges herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by $ 866 ☐ Decreased by $ _____

e above number contract is to be modified as follows: (Attach support documents)

NERAL INTENT

Micro Fiched

The general intent of this modification is to add the newly authorized position of Typist, Clerk, Dispatcher Trainee to the contract.

FILED

SEP - 7 1979

PETER McNAMEE, Clerk

By Debra Conley Kirtland Deputy

DIFICATION

The attached Operating Budget and Position Listing supersede those currently on the contract.

$1,916
w grand total and fixed price

Signature of program operator 8/28/79 Date

ecommendation and/or comments by staff:

☒ Approve ☐ Disapprove

ecommendation of the MAPC: MAPC approved the proposal on the 7-26-79 meeting ☒ Approve ☐ Disapprove

CTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer Date 8/21/79

8-15-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE IID OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. 001

DATE March 13, 1979

Subgrantee Name and Address:

Winters Fire Protection District
10 Abbey Street
Winters, CA 95694

Contact Person Vern Bruhn
Phone 795-4131 Contract No.
Period: From 3-13-79 To 9-30-79
Program Name IID PSE

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								1,050
MAR.			1,050					
APR.								
MAY								
JUNE								
JULY			289					289
AUG.			577					577
SEPT.								1,916
TOTAL			1,916					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							1,050
MAR.			900	150			
APR.							
MAY							
JUNE							
JULY							289
AUG.			288	1			577
SEPT.			575	2			1,916
TOTAL			1,763	153			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

VERNON E. BRUHN FIRE CHIEF
Name and Title of Authorized Official

Vernon E. Bruhn 8/28/79
Signature Date

For CETA Approval Only:

Hanna Hamm 9-6-79
Accountant Date

Steven L. Hutton Jr. 9-17-79
Principal Administrative Analyst Date

YC 108 (10-78)

POSITION LISTING

TITLE IID

Winters Fire Protection District

	Position	Salary 3-13-79 to 3-29-79	Benefits	Total
Two	Firefighters .6 moths	$ 900	$150	$1,050
		8-15-79 to 9-30-79		
One	Typist, Clerk, Dispatcher, Trainee 1.5 moths @ 575/2	863	3	866
		$1,763	$153	$1,916

Micro Fiched

Date: [illegible]ust 21, 1979 BOARD OF SUPERVISORS To:
Entry No. 1 Yolo County, California Manpower 8-22-79
UCD - via Manpower 8-22-79

File: MAN-13
CETA Programs - Agreements - University of California at Davis. (Title II - Agree. #79-322)

EXCERPT OF MINUTE ORDER NO. 79-654 , ITEM NO. 14-g OF THE BOARD OF SUPERVISORS MEETING FOR AUGUST 21, 1979 , AS INDICATED BELOW:

Upon motion of Supervisor Edmonds , seconded by Supervisor Thompson , and duly carried, the following actions were so ordered by the following vote:

Ayes: Black, DeMars, Thompson, Edmonds, Marchand. Noes: None. Absent: None.

Micro Fiched

14- The Board of Supervisors, sitting as the Governing Body of the Manpower Agency, approved the following agreements to provide funding for the newly authorized PSE positions and amend previous approved agreements:

a- Agreement No. 79-306, with the State of California CETA Office/ Department of Social Services in the amount of $22,104.

b- Agreement No. 79-307, with the State of California CETA Office/ Employment Development Department, in the amount of $2,763.

c- Agreement No. 79-308, with the State of California CETA Office/ Office of the Statewide Health Planning and Development, in the amount of $921.

d- Agreement No. 79-309, with the Rural Research Access Project, in the amount of $2,388.

e Agreement No. 79-310, with the Planned Parenthood Association of Yolo County, Inc., in the amount of $2,277.

f- Agreement No. 79-311, with Summer House, Inc., in the amount of $4,999.

g- Agreement No. 79-312, with the State of California CETA Office/Department of Mental Health, in the amount of $7,368.

h- Agreement No. 79-313, with the State of California CETA Office/ Department of Forestry, in the amount of $921.

i- Agreement No. 79-314, with the Yolo Alcoholic Recovery Center, Inc., in the amount of $1,996.

j- Agreement No. 79-315, with the Praul Center for Educational and Behavioral Change, Inc., in the amount of $1,046.

k- Agreement No. 79-316, with The Aquarian Effort, Inc., in the amount of $3,520.

l- Agreement No. 79-317, with the State of California CETA Office/ Department of Health Services, in the amount of $6,447.

m- Agreement No. 79-318, amending Agreement No. 79-105, with the Economic Opportunity Commission of Yolo County, Inc., in the amount of +$4,554.

n- Agreement No. 79-319, amending Agreement No. 79-146, with the United Christian Center, in the amount of + $2,000

o- Agreement No. 79-320, amending Agreement No. 79-109, with the Yolo County Housing Authority, in the amount of + $1,065.

p- Agreement No. 79-321, amending Agreement No. 79-110, with the Winters Fire Protection District, in the amount of + $866.

q- Agreement No. 79-322, amending Agreement No. 79-145, with the University of California, at Davis, in the amount of +$3,000.

r- Agreement No. 79-323, amending Agreement No. 79-121, with the City of Woodland, in the amount of +$4,116.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION | DATE August 15, 1979 | AGREEMENT NO. 79-322

Title: IID PSE | Modification Number 003 | Contract Number 79-145

Program: University of California, Davis

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 9,060 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

The general intent of this modification is to add the newly authorized positions of ten Assistant I to the contract.

FILED

SEP 1 0 1979

PETER McNAMEE, Clerk,

By Vickie Mayhan
Deputy

MODIFICATION

The attached Operating Budget and Position Listing supersede those currently on the contract.

$150,545
New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC: MAPC approved the new proposal at the 7-26-79 meeting. [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer Date 8/21/79

8-15-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

First Street, Woodland, CA 95695

CETA TITLE IID OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. 3

DATE August 15, 1979

Subgrantee Name and Address:

University of California, Davis

312 Mrak Hall

Davis, CA 95616

Contact Person Emily Mast

Phone 752-7300 Contract No.

Period: From 1-1-79 To 9-30-79

Program Name IID PSE

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			805					805
FEB.			805					805
MAR.			12,699					12,699
APR.			21,196					21,196
MAY			21,196					21,196
JUNE			21,196					21,196
JULY			21,196					21,196
AUG.			24,216					24,216
SEPT.			27,236					27,236
TOTAL			150,545					150,545

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			795	10			805
FEB.			795	10			805
MAR.			12,465	234			12,699
APR.			19,254	1,942			21,196
MAY			19,254	1,942			21,196
JUNE			19,254	1,942			21,196
JULY			19,254	1,942			21,196
AUG.			21,884	2,332			24,216
SEPT.			24,514	2,722			27,236
TOTAL			137,469	13,076			150,545

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

Name and Title of Authorized Official

Signature Date

For CETA Approval Only:

Accountant Date 8-16-79

Principal Administrative Analyst Date 8-17-79

YC 108 (10-78)

POSITION LISTING

TITLE IID

University of California at Davis

	Position	Salary 1-01-79 to 3-31-79	Benefits	Total
Three	Maintenance Worker I	$ 2,385	$ 30	$ 2,415
				Micro Fiched
		2-27-79 5o 3-31-79		
One	Assistant Animal Technician Trainee	681	10	691
Two	Groundskeeper Trainee	1,552	22	1,574
One	Laboratory Assistant II Trainee	776	12	788
Three	Laboratory Assistant Trainee	2,043	30	2,073
Four	Principal Clerk Trainee	3,040	36	3,076
One	Secretary II Trainee	743	12	755
One	Senior Clerk Trainee	667	10	677
		3-13-79 to 3-31-79		
One	Assistant Animal Technician Trainee	230	8	238
One	Senior Clerk Trainee	340	9	349
Two	Storekeeper Trainee	780	20	800
One	Typist Clerk	340	9	349

Cont'd Page 2

POSITION LISTING

TITLE IID

University of California at Davis

	Position	Salary	Benefits	Total
		3-30-79 to 9-30-79		Micro Fiched
One	Animal Technician	$ 4,490	$ 242	$ 4,732
One	Assistant Animal Technician	4,490	242	4,732
One	Clerk (½ time)	2,206	278	2,484
One	Clerk	3,932	423	4,355
One	Coder Trainee	4,488	484	4,972
One	Library Assistant I	4,052	544	4,596
One	Senior Clerk	4,600	484	5,084
One	Principal Clerk Trainee	4,600	484	5,084
Two	Senior Clerk	8,788	810	9,598
Five	Senior Typist Clerk A Trainee	21,970	2,025	23,995
		4-01-79 to 9-30-79		
Two	Assistant Animal Technician Trainee	8,172	504	8,676
One	Typist Clerk	4,002	522	4,524
Two	Groundskeeper	9,312	1,128	10,440
Four	Principal Clerk Trainee	18,240	1,920	20,160
One	Secretary II Trainee	4,656	564	5,220
Two	Senior Clerk Trainee	8,004	1,044	9,048
		8-15-79 to 9-30-79		
Ten	Assistant I	7,890	1,170	9,060
	TOTAL	$137,469	$13,076	$150,545

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION

DATE August 15, 1979

AGREEMENT NO. 79-323

Title: IID PSE

Program: City of Woodland

Modification Number 003

Contract Number 79-121

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 4,116 [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

To add four park maintenance worker trainees for part of August and for September, 1979.

MODIFICATION

The budget and position listing supersede those on contract #79-121.

$70,493
New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

[ ] Request for modification denied

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer Date

8-15-79
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE IID OPERATING BUDGET

[ ] ORIGINAL [X] REVISION NO. 3

DATE August 14, 1979

Subgrantee Name and Address:

City of Woodland

1017 Main Street

Woodland, CA 95695

Contact Person Bob Cantrell

Phone 662-5416 Contract No.

Period: From 1-1-79 To 9-30-79

Program Name PSE Title II-D

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			6,827					6,827
FEB.			6,847					6,847
MAR.			9,803					9,803
APR.			7,150					7,150
MAY			7,150					7,150
JUNE			7,150					7,150
JULY			7,150					7,150
AUG.			8,522					8,522
SEPT.			9,894					9,894
TOTAL			70,493					70,493

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			5,260	1,567			6,827
FEB.			5,260	1,587			6,847
MAR.			7,581	2,222			9,803
APR.			5,704	1,446			7,150
MAY			5,704	1,446			7,150
JUNE			5,704	1,446			7,150
JULY			5,704	1,446			7,150
AUG.			6,798	1,724			8,522
SEPT.			7,892	2,002			9,894
TOTAL			55,607	14,886			70,493

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature Date

Shawna Thomas — Accountant — 8-16-79 Date

Principal Administrative Analyst — 8-17-79 Date

YC 108 (10-78)

POSITION LISTING

TITLE IID

City of Woodland

	Position	Salary 4-01-79 to 9-30-79	Benefits	Total
Two	Account Clerk	$ 8,268	$ 1,500	$ 9,768
Five	Parks Maintenance Worker	22,020	6,450	28,470
One	Dispatcher Clerk	3,936	726	4,662
		1-01-79 to 3-31-79		Micro Fiched
One	Account Clerk	400	101	501
One	Dispatcher Clerk	656	190	846
Two	Maintenance Worker	4,478	1,322	5,800
Five	Parks Maintenance Worker	12,222	3,665	15,887
		3-13-79 to 3-31-79		
One	Account Clerk	345	98	443
		8-15-79 to 9-30-79		
Four	Park Maintenance Worker Trainee	3,282	834	4,116
	TOTAL	$55,607	$14,886	$70,493

AUG 21 1979
PETER McNAMEE, Clerk
By [illegible] Deputy

AGREEMENT NO. 79-324

(Lease of Esparto Community Park Property for Regional Rural Health Program, Inc. Health Care Services Site)

I

DATES AND NAMES OF PARTIES

Section 1.01: THIS LEASE, executed in Yolo County, State of California, on this 21st day of August, 1979, is made between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "Lessor", and REGIONAL RURAL HEALTH PROGRAMS, INC., a private non-profit corporation, hereinafter referred to as "Lessee".

Micro Fiched

II

DEMISE OF LEASED LAND

Section 2.01: Lessor for and in consideration of the rents, convenants, and conditons herein contained to be kept, performed, and observed by Lessee, does lease and demise to Lessee and Lessee does rent and accept from Lessor, the real property, referred to as "Leased Land" described in Exhibit A, attached hereto and incorporated herein by reference.

Section 2.02: Lessor hereby represents and warrants that Lessor is the owner in fee simple absolute of the Leased Land subject to covenants, conditions, restrictions, easements, and other matters of record.

Section 2.03: Lessor covenants and agrees that Lessee upon paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Land during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor.

/ / / / /

III

LEASE TERM

Section 3.01: The term of this lease shall commence on execution of this agreement by parties and terminate five years from the earliest of the date Lessee commences to provide the herein described services to public or October 1, 1979.

Section 3.02: Lessee may extend this Lease for a further period of five years by giving Lessor notice in writing of Lessee's intention to do so at any time prior to the expiration of the Lease term, under all the terms and conditions of this Lease.

Micro Fiched

Section 3.03: If Lessee shall hold over after the expiration of the Lease Term, or any extension, such tenancy shall be from month to month on all the terms, covenants, and conditions of this Lease. Such holding over shall not be construed to be a renewal of the Lease under the provisions of Section 3.02.

IV

RENT, TAXES, AND UTILITIES

Section 4.01: Lessee covenants to and shall pay to Lessor at herein recited address or at such other place as Lessor shall from time to time in writing designate, as rent for the Leased Land the total sum of ONE DOLLAR ($1.00) payable annually within two weeks of the anniversay of this agreement.

Section 4.02: Taxes. Lessee shall bear the cost or charge of any possessory interest taxes levided upon the real property which is the subject of this Lease.

Section 4.03: Lessee shall have the privilege, before deliquency occurs, of protesting, contesting, objecting to, or opposing the legality or amount of any such taxes to be paid by Lessee hereunder.

/ / / / / /

Section 4.04: Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and any and all other utilities used upon the Leased Land throughout the terms of this Lease, including any connection fees.

V

USE

Section 5.01: During the term, Lessee shall use the Leased Land within the limits permitted to Lessee to provide health care services as that term is defined by the Golden Empire Health Services Systems Agency and the rules and regulations enforced thereby.

Micro Fiched

Section 5.02: Lessee is an entity wholly autonomous and independent from Lessor. Any and all activities of Lessee pursuant to Section 5.01 are wholly within the control of Lessee and are not subject to approval of Lessor.

Section 5.03: If it is or becomes unlawful for Lessee, or anyone holdern under Lessee directly or indirectly, to conduct any particular function or to erect or maintain any particular structure or equipment on the Leased Land, or if any part of the Leased Land or the approaches thereto are condemned or changed by public authority, or if any highway or street change is made diverting or rerouting traffic away form the Leased Land. so that it becomes impossible or impracticable to use the Leased Land as it was being used at the time or such use is declared unlawful or such condemnation or change is effected, then Lessee shall have the right at any time thereafter to terminate this Lease by giving Lessor ninety days notice in writing of such termination and removing Lessee's buildings within said period, as provided in 7.04(b).

Section 5.04: Lessee shall have the right to erect and maintain upon the improvements and on the Leased Land all signs that it deems appropriate to the conduct of its business, so long as such signs comport with any applicable code.

VI

ASSIGNMENT AND SUBLETTING

Section 6.01: Lessee shall have a right to sublease, but not to assign, all or any portion of such Leased Land, from time to time, without Lessor's consent; provided that such sublease shall not extend beyond the term of this Lease and shall be subject to the terms and conditions of this Lease, provided further that such sublease by Lessee shall be consistent with the use of the Leased Land permitted to Lessee pursuant to Section 5.01 of this Lease.

Micro Fiched

Section 6.02: Either party shall at any time and from time to time, upon not less that twenty days prior written request by the other party, execute, acknolwedge, and deliver to such party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications and that there are no defaults existing, or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective sublessee of the leashold estate, or estates of Lessee.

VII

PREPARATION FOR OCCUPANCY

Section 7.01: Lessor shall, at its own expense, construct adjacent to the Leased Land, a parking lot of such size as Lessor determines.

Section 7.02: Lessee shall have the right at any time from time to time during the terms of this lease to erect, maintain, alter, remodel, reconstruct, rebuild, replace, remove buildings and correct any change in the contour of the Leased Land, subject to the following conditions:

(a) The cost of any such construction, reconstruction, demolition, or

of any change, alteration, or improvements shall be borne and paid for by Lessee.

(b) The Leased Land shall at all time be kept free of mechanic's and material man's liens.

(c) Lessor shall be notified at the time of commencement of any work.

(d) Buildings erected shall be temporary structures, including but not limited to, modular buildings, and shall include such temporary or permanent foundation, appurtenant fixtures, and approaches to such temporary structures as is appropriate to conduct Lessee's business.

(3) Said alterations, remodeling, etc. will conform to applicable State or Local Codes.

Micro Fiched

Section 7.03(a): In order to provide for the more orderly development of the Leased Land, it may be necessary, desirable, or required that street, water, sewer, drainage, gas, power line, and other easements and dedications, and similar rights be granted or dedicated over or within portions of said Leased Land. As one of the moving considerations to Lessee for the execution of this Lease, Lessor shall, upon request of Lessee, join with Lessee in executing and delivering such documents, from time to time, and throughout the term of this Lease, as may be appropriate, necessary, or required by the several government agencies, public utilities, and companies for the purpose of granting such easements and dedications.

Section 7.03(b): In each of the forgoing instances, Lessor shall be without expense, therefore, the cost and expense thereof to be borne solely by Lessee.

Section 7.04(a): It is expressly understood and agreed that any and all buildings, improvements, fixtures, machinery, and equipment of whatsoever nature at any time constructed,placed, or maintained upon any part of the Leased Land shall be and remain the property of Lessee, or its sublessees, as their interests may appear.

Section 7.04(b): Lessee shall have the right at any time during Lessee's occupancy of the Leased Land, or within a reasonable time thereafter, to remove any and all buildings, improvements, fixtures, and equipment owned or placed by Lessee, its sublessees or licensees, in, under, or upon the Leased Land, or acquired by Lessee, except for the foundation for the herein contemplated strucutre, whether before or during the Lease term, but Lessor shall have first option to purchase the modular unit to be placed on the Leased Land should Lessee decide to cease to use it for herein described purposes.

VIII

MAINTENANCE, REPAIRS, AND RESTORATION

Micro Fiched

Section 8.01: Lessor, at Lessor's own cost and expense at all time during the term of this Lease, agrees to keep, maintain, repair, restore, or cause to be kept, maintained, repaired or restored, to a good state of appearance and repair, reasonable wear and tear excepted, the parking lot and any other improvements it constructs upon or adjacent to the Leased Land together with all part of such Leased Land as Lessee does not improve.

Section 8.02: Lessee, at Lessee's own cost and expense at all time during the term of this Lease, agrees to keep and maintain, or cause to be kept and maintained all buildings and improvements erected or constructed upon the Leased Land by Lessee in a good state of appearance and repair, reasonable wear and tear excepted.

IV

TERMINATION AND SURRENDER

Section 9.01: Should Leasee totally cease to provide Section 5.01 health care services for a period of 90 days, Lessor may terminate this agreement upon ninety days written notice and compel Lessee to remove its structure from the Leased Land within that period. Nothing in section 7.04)b) shall be construed to deny this right of termination.

Section 9.03: Unless otherwise mutually agreed by the parties, within ninety days after termination of the Lease term, Lessee agrees to redeliver possession of the Leased Land to Lessor in substantially the same condition that existed immediately prior to Lessee's entry on the Leased Land, reasonable wear and tear, damage by the elements, and earthquakes, acts of God, and any act of war, excepted.

X

DEFAULT AND REMEDIES

Micro Fiched

Section 10.01: No failure to perform any condition or covenant of this Lease shall entitle Lessor to terminate this Lease unless (a) such failure shall have continued sixty days after notice in writing requiring the performance of such condition or covenant shall have been given to Lessee; and (b) if such default is of such a nature that it cannot be remedied within this time, then unless Lessee shall fail to cure the default within such additional time as is reasonably necessary to cure the default, provided that Lessee shall commence to cure the default within this period and thereafter shall diligently continue the curing of the default.

XI

EXCULPATORY CLAUSE AND INDEMINIFICATION

Section 11.01(a): Lessee agrees to and shall defend and indemnify Lessor against all claims, liability, loss, and expense by reason of injury to person or property, or both, including without limitation injury to the person or property of Lessee, his agents, officers, and employees arising out of Lessee's rendering of the health care services herein described, the condition of that portion of the Leased premises Lessee improves, or arising out of the use or missue of that portion of the Leased Land Lessee improves by Lessee, his agents, officers, employees, or invitees, and Lessee waives any right of subrogation he may have against Lessor as a result of any such

injury, provided, however, that this covenant shall not apply to injury to person or property resulting from the act of Lessor, his agents, or employees while in or on the Leased premises.

Section 11.01(b): Lessee agrees to and shall at its own cost and expense procure and maintain during the entire Lease term and any extension thereof comprehensive public liability insurance covering that portion of the Leased premises that Lessee improves with limit not less than one million dollars for injury to one person, and one million dollars for property damage and specifically insuring performance by Lessee of his indemnity agreement setforth in Paragraph (a) of this action. Such insurance shall: (1) be procured from an insurer authorized to do business in California and either approved in writing by Lessor or rated "triple A" or better in Best's Insurance Reports; (2) provide primary and not excess coverage; (3) name Lessor as an additional insured; (4) waive subrogation rights, if any, which the insurer may have against Lessor by reason of any claim, liability, loss or expense is described in Paragraph (a) of this section; and (5) require that Lessor be given at least ten days written notice before any such insurance can be cancelled or changed with respect to parties, coverage, or limits of liability. Lessee shall, prior to commence of the Lease term, deliver to Lessor a copy of such policy or policies, or a certificate of insurance in the case of blanket coverage, together with satisfactory evidence that the premiums have been paid (and not less thatn 30 days before (each) expiration of any such insurance coverage during the lease term (and any extensions thereof) shall deliver to Lessor satisfactory evidence that such insurance has been renewed and that the required premium or premiums, therefore, have been paid).

Section 11.01(c): Lessor agrees to and shall defend and indemnify Lessee against all claims, liability, loss and expense by reason of injury to person or property, or both, including without limitation injury to the person or

Micro Fiched

property of Lessor, its agents, officers, and employees, arising out of the condition of the parking lot constructed and maintained by Lessor adjacent to the Leased Lands, or arising out of the use or misuse of said parking lot by Lessor, its agents, officers, employees, or invitees, and Lessor waives any right of subrogation it may have against Lessee as a result of any such injury, provided, however, that this covenant shall not apply to injury to person or property resulting from the act of Lessee, its agents, or employees while in or on the parking lot.

XII

Micro Fiched

CONDITIONAL LIMITATIONS

Section 12.01: Each term and each provision of this lease shall be construed to be both a convenant and a condition.

XIII

WAIVER

Section 13.01: One or more waivers of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. Consent to or approval of any act requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subject similar act.

XIV

NOTICES

Section 14.01: All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Lease by any part to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail return receipt requested, postage prepared and address as follows:
To LESSEE: 530 North Adams Street, Dixon, California 95620; to LESSOR, addressed to the County Clerk, P.O. Box 1098, Woodland, California 95695, or

filed with the County Clerk, Courthouse, Room 104, Woodland, California.

XV

MODIFICATION

Section 15.01: This instrument contains all of the agreements and conditions made between the parties to this lease, and may not be modified orally or in any other manner than by an agreement in writing, signed by all the parties to this Lease or their respective succesors in interest.

XVI

MEMORANDUM OF UNDERSTANDING

Micro Fiched

Section 16.01: The parties shall, concurrent with the execution of this Lease, execute, acknowledge, and record the memorandum Lease, attached as Exhibit B and made a part of this Lease. Following the recording, the memorandum lease shall be reattached to this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year hereinabove setforth.

LESSOR, County of Yolo, a political Subdivision of the State of California

Betsy C. Marchand

CHAIRMAN, of the Board of Supervisors

LESSEE: Regional Rural Health Program, Inc.

BY Alpha Fay Springer

ATTEST:

PETER McNAMEE, CLERK

BY Pete C. Lucas
DEPUTY 8-23-79

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY Elizabeth A. Stallard
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

The subject of this Lease Agreement is so many square feet of the Southwest Quarter of the property known as Grafton and Yolo Streets, adjacent to the wall of the Esparto Boy Scout Cabin, as the Lessee's modular unit, including ramps, occupies. Exact placement shall be as determined by the mutual agreement of the Yolo County Planning Department and Lessee.

Micro Fiched

RETURN TO:
PETE LUCAS
RM 104 COURTHOUSE
WOODLAND, CALIFORNIA 95695

15895

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Regional Rural Health Programs, Inc.
490 North Adams Street
Dixon, California 95620

OFFICIAL RECORDS
YOLO COUNTY, CALIF.
RECORD REQUESTED BY:
COUNTY of YOLO
AUG 23 2 40 PM '79
PETE LUCAS
COUNTY RECORDER

LEASE

This Lease is made and entered into by and between the COUNTY OF YOLO, a political subdivision of the State of California, as Lessor, and REGIONAL RURAL HEALTH PROGRAMS, INC. as Lessee.

Micro Fiched

Lessor leases to Lessee the real property described as follows:

Recorded Document

FILED
AUG 31 1979
PETER McNAMEE, Clerk
By Peter E. Lucas
Deputy

The term of this Lease is five (5) years commencing on

Lessee has an option to renew this Lease for consecutive periods of five (5) years.

This Lease is subject to the terms, conditions, and provisions of that certain unrecorded instrument between the parties, Lessor and Lessee, dated August 24, 1979.

EXECUTED on August 24, 1979.

LESSOR:

BY: Betsy A. Marchand
Chairman of the Board of Supervisors

LESSEE:

BY: Alpha Lee Springs for
REGIONAL RURAL HEALTH PROGRAMS, INC.

BOOK 1383 PAGE 679

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss:
COUNTY OF YOLO)

EXHIBIT -B-

On Aug 28, 1979, before me, a Notary Public for the State of California, personally appeared Betsy Marchand, known to me to be Chairman of the Board of Supervisors of Yolo County, and whose name is subscribed to the within instrument on their behalf and acknowledged to me that as such he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo, the day and year in this certificate first above written.

Micro Fiched

Susan Gorsch
Notary Public, State of California

OFFICIAL SEAL
SUSAN GORSCH
NOTARY PUBLIC-CALIFORNIA
Principal Office in YOLO County
My Commission Expires July 16, 1982
(S E A L)

My Commission Expires:
July 16 1982

ACKNOWLEDGEMENT OF CORPORATION

STATE OF CALIFORNIA)
) ss:
COUNTY OF YOLO)

On August 24, 1979, 1979, before me, a Notary Public for the State of California, personally appeared Alphe Lon Springer, known to me to be the President of Regional Rural Health Programs, Inc., that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo, the day and year in this certificate first above written.

Nancy L. Campbell
Notary Public, State of California

(S E A L)

My Commission Expires: June 11, 1982

OFFICIAL SEAL
NANCY L. CAMPBELL
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My Commission Expires June 11, 1982

BOOK 1383 PAGE 680